

City Clerk File No. Ord. 14.166

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.166

TITLE: **ORDINANCE REAPPROPRIATING \$214,285 PROCEEDS
OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL
PURPOSES IN ORDER TO PROVIDE FOR VARIOUS
CAPITAL IMPROVEMENTS IN AND BY THE CITY OF
JERSEY CITY, IN THE COUNTY OF HUDSON, NEW
JERSEY**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (NOT LESS THAN TWO-THIRDS
OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING) AS FOLLOWS:

Section 1. Pursuant to N.J.S.A. 40A:2-39, it is hereby determined that \$214,285 of
the proceeds of obligations originally made available pursuant to Section 3(a)(4) of Bond
Ordinance No. 08-148 finally adopted by the Municipal Council of the City on November 12,
2008 is no longer necessary for the purpose for which the obligations previously were
authorized.

Section 2. The \$214,285 described in Section 1 and made available pursuant to
N.J.S.A. 40A:2-39 is hereby reappropriated to provide for the acquisition of a Zamboni ice
resurfacer for the City's ice rink and various automotive vehicles.

Section 3. The capital budget of the City is hereby amended to conform with the
provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the
form promulgated by the Local Finance Board showing full detail of the amended capital budget
and capital program as approved by the Director of the Division of Local Government Services
is on file with the Clerk and is available there for public inspection.

Section 4. This ordinance shall take effect 20 days after the first publication thereof
after final adoption, as provided by the Local Bond Law.

APPROVED AS TO LEGAL FORM

APPROVED: Ronda Mauer, CEO

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance/resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE REAPPROPRIATING \$214,285 PROCEEDS OF
OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES IN
ORDER TO PROVIDE FOR VARIOUS CAPITAL IMPROVEMENTS IN
AND BY THE CITY OF JERSEY CITY, IN THE COUNTY OF
HUDSON, NEW JERSEY**

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This ordinance will allow for the reappropriation of unspent capital funds which were originally intended for a Police ESU vehicle and cargo vans. These items were previously purchased using another source of funds. The City is in immediate need of a new Zamboni ice resurfacer for the City's Ice Rink and will use these funds to purchase it and other automotive vehicles.

I certify that all the facts presented herein are accurate.

Donna Mauer
Signature of Department Director

12/10/14
Date

City Clerk File No. Ord. 14.167
Agenda No. 3.B 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.167

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO
ACCEPT TITLE AND OWNERSHIP OF ALL REAL PROPERTY AND
ALL PERSONAL PROPERTY OWNED BY THE JERSEY CITY PARKING
AUTHORITY AND TO ASSUME ALL LEASES EXECUTED BY THE
JERSEY CITY PARKING AUTHORITY**

WHEREAS, pursuant to the Parking Authority Law, N.J.S.A. 40:11A-1 et seq., the City of Jersey City ("City") established the Parking Authority on September 20, 1949; and

WHEREAS, the Jersey City Parking Authority ("Parking Authority") is the owner of a commercial building at 394 Central Avenue, fourteen (14) parking lots, various vehicles, and other personal property; and

WHEREAS, the Mayor concluded that the dissolution of the Parking Authority would reduce expenses and create more parking; and

WHEREAS, Resolution 14.082, approved on February 11, 2014, authorized the City to submit an application to the New Jersey Local Finance Board ("LFB") pursuant to N.J.S.A. 40A:5A-20 and N.J.S.A. 40A:3-4 for approval of the dissolution of the Parking Authority; and

WHEREAS, the LFB approved the City's application on April 9, 2014; and

WHEREAS, Ordinance No. 14.017, adopted on November 12, 2014, established the Division of Parking Enforcement ("Division") within the Department of Public Safety; and

WHEREAS, the Parking Authority will be dissolved effective as of December 31, 2014 and the Division which will perform the functions formerly performed by the Parking Authority; and

WHEREAS, it is necessary for the Parking Authority to transfer the real property and personal property that it owns to the City; and

WHEREAS, it is necessary for the City to assume all real property leases and personal property leases that the Parking Authority entered into; and

WHEREAS, the Parking Authority is authorized to transfer its real property and personal property to the City pursuant to N.J.S.A. 40:11A-24; and

WHEREAS, the City is authorized to accept the Parking Authority's real property and personal property pursuant to N.J.S.A. 40A:12-5.

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO
ACCEPT TITLE AND OWNERSHIP OF ALL REAL PROPERTY AND
ALL PERSONAL PROPERTY OWNED BY THE JERSEY CITY PARKING
AUTHORITY AND TO ASSUME ALL LEASES EXECUTED BY THE
JERSEY CITY PARKING AUTHORITY**

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- 1) the Mayor or Business Administrator is authorized to accept delivery of a deed from the Parking Authority conveying all real property identified on Exhibit "A" attached hereto and incorporated herein by reference;
- 2) the Mayor or Business Administrator is authorized to accept title and ownership to all personal property owned by the Parking Authority including but not limited to the personal property identified on Exhibit "B" attached hereto and incorporated herein by reference;
- 3) the City is authorized to assume all leases for real property and personal property that the Parking Authority entered into; and
- 4) The Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purposes of this Ordinance.

RR/kn
12/4/2014

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT TITLE AND OWNERSHIP OF ALL REAL PROPERTY AND ALL PERSONAL PROPERTY OWNED BY THE JERSEY CITY PARKING AUTHORITY AND TO ASSUME ALL LEASES EXECUTED BY THE JERSEY CITY PARKING AUTHORITY

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Jersey City Parking Authority ("Parking Authority") is the owner of a commercial building at 394 Central Avenue, fourteen (14) parking lots, various vehicles, and other personal property. The Mayor concluded that the dissolution of the Parking Authority would reduce expenses and create more parking. Resolution 14.082 approved on 2-11-14 authorized the City to submit an application to the New Jersey Local Finance Board ("LFB") for approval of the dissolution of the Parking Authority. The LFB approved the City's application on 4-9-14. Ordinance No. 14.017, adopted on 11-12-14, established the Division of Parking Enforcement ("Division") within the Department of Public Safety. The Parking Authority will be dissolved effective as of December 31, 2014, and the Division which will perform the functions formerly performed by the Parking Authority. It is necessary for the Parking Authority to transfer ownership of its real property and personal property to the City, and it is necessary for the City to assume all real property and personal property leases that the Parking Authority entered into.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

EXHIBIT A

PARKING AUTHORITY OF THE CITY OF JERSEY CITY

LOTS AND PROPERTIES

Lot #s/Bldg	ADDRESS	TYPE	METERS/PERMITS	STATUS
Office	394 Central Ave	Tenant	Leased	Headquarters
2	600 Bergen Ave	Tenant	Leased	Sold 2005
3	352 Central Ave	Owner	Meter/Permit	27 Meters & 12 Permits
4	388 Central Ave	Owner	Meter/Permit	23 Meters & 10 Permits
12	Hoboken & Cook St.	Owner	Leased	Lot totally leased to 3 rd party
15	754 West Side Ave	Owner	Meter	23 Meter Spaces
28	Montgomery & Central	Tenant	Leased	15 Meter Spaces
32/33	277 Central Ave	Owner	Meter/Permit	21 Meters & 45 Permits*
39	522 West Side Ave	Owner	Meter/Permit	12 Meters & 13 Permits
44	693 Newark Ave	Owner	Meter/Permit	32 Meters & 17 Permits
49	328-342 Central Ave	Owner	Meter/Permit	70 Meters & 50 Permits
50	Fairview & Bergen Ave	Owner	Permit	20 Permit Spaces
51	404 2 nd Street	Owner	Permit	16 Permit Spaces
52	174 Newark Ave	Owner	Meter/Permit	19 Meters & 14 Permits Purchased 2007
53	477 Central Ave	Owner	Permit	15 Permit Spaces
54	7 Boland Street	Owner	Permit	23 Permit Spaces
55	23 Duncan Ave	Owner	Vacant	Sold 2009
58	600 Bergen/overhead	Tenant	Leased	20 Permit Spaces

Total: Meters 238
Permits 257

- Lots 32 & 33 were resurfaced and merged in early spring 2009

EXHIBIT B

JERSEY CITY PARKING AUTHORITY VEHICLE ROSTER

6/12/2013

ENFORCEMENT

[illegible]

OPERATIONS							
Year	Make	Model	VIN #	Plate #	PA #		
2000	GMC	PICK-UP	1GTDT14W2YK174424	MG46622	4		
2007	FORD	PICK-UP	1FTYR11U57PA03767	MG58789	11		
1998	FORD	PICK-UP	1FTYR11U3WTA30729	MG46601	12		
1998	FORD	RANGER	1FTYR11UXWTA56731	MG46603	15		
2006	CHEV	IMPALA	2G1WB58K169403113	MG74704	46		
2003	FORD	RANGER	1FTYR10U63TA29488	MG56741	35		
2005	GMC	ENVOY	1GKDT13S652200439	MG46624	44		
2006	FORD	F350 PICK-UP	1FTWF31556ED26568	MG58785	16		
2006	FORD	F350 PICK-UP	1FTWF31536ED26570	MG58786	17		
2009	DODGE	DURANGO	1D8HB38P49F712619	MG84855	41		
2009	DODGE	DURANGO	1D8HB38P09F712715	MG84853	42		
2009	DODGE	DURANGO	1D8HB38P79F712579	MG84854	43		
2008	FORD	E150 VAN	1FTNE14W68D860836	MG82652	14		
2013	FORD	EXPLORER	1FM5K8B85DGA51066	V12CEE	47		
2012	FORD	TRAN CON	NMOLQ57AN4CT094281	MG80626	20		
2012	FORD	TRAN CON	NMOL57AN2CT094067	MG80627	21		
2012	FORD	TRAN CON	NMOL57AN0CT109427	MG80629	22		

Trucks equipped with snow plows #12, #16 #17

11 CUSHMANS SCOOTERS ACQUIRED FROM JC DPW							
2001	CUSHMAN		1CHMH66621L000282	MG74707	671		
2001	CUSHMAN		1CHMH666X1L000370	MG80623	676		
2001	CUSHMAN		1CHMH66691L000179	MG74708	665		
2001	CUSHMAN		1CHMH66691L000375	MG80622	681		
2001	CUSHMAN		1CHMH66691L000277	MG74705	609		
2001	CUSHMAN		1CHMH666X1L000367	MG80620	673		
2001	CUSHMAN		1CHMH6662YL000132	MG74706	670		
2001	CUSHMAN		1CHMH66611L000323	MG80621	672		
2001	CUSHMAN		1CHMH6221L000282	MG74707	671		
2001	CUSHMAN		1CHMH66691L000280	MG74709	668		
2001	CUSHMAN		1CHMH66611L000371	MG80624	677		

TOTAL FLEET = 65 VEHICLES

ASSIGNED VEHICLES							
2013	FORD	EXPLORER	1FM5K8B85DGA51066	V12CEE	47	Mary Parettil	
2009	DODGE	DURANGO	1D8HB38P09F712715	MG84853	42	David Lerner	
2009	FORD	ESCAPE	1FMCU93G59KA17825	MG84859	45	Fernando Picariello	

City Clerk File No. Ord. 14.168

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.168

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24 (NO PARKING CERTAIN HOURS) DESIGNATING 25 FEET IN FRONT OF 51 SHERMAN PLACE AS NO PARKING, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, 7:00 A.M. TO 10:00 A.M. AND 3:00 P.M. TO 7:00 P.M.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-24 PARKING PROHIBITED CERTAIN HOURS
No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
<u>Sherman Pl</u>	<u>South</u>	<u>M - F</u> <u>Except</u> <u>Holidays</u>	<u>7:00 am to</u> <u>10:00 am</u> <u>3:00 pm to</u> <u>7:00 pm</u>	<u>Begin 35 ft east of Summit Av to 60 ft east</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material to be inserted is new and underscored.

JDS:pcl
(12.05.14)

APPROVED: _____
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: _____
Municipal Engineer
APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24 (NO PARKING CERTAIN HOURS) DESIGNATING 25 FEET IN FRONT OF 51 SHERMAN PLACE AS NO PARKING, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, 7:00 A.M. TO 10:00 A.M. AND 3:00 P.M. TO 7:00 P.M.

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Rosa Baez on behalf of Cari's Little Friends, 51 Sherman Place, JCNJ 201.656.4300	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

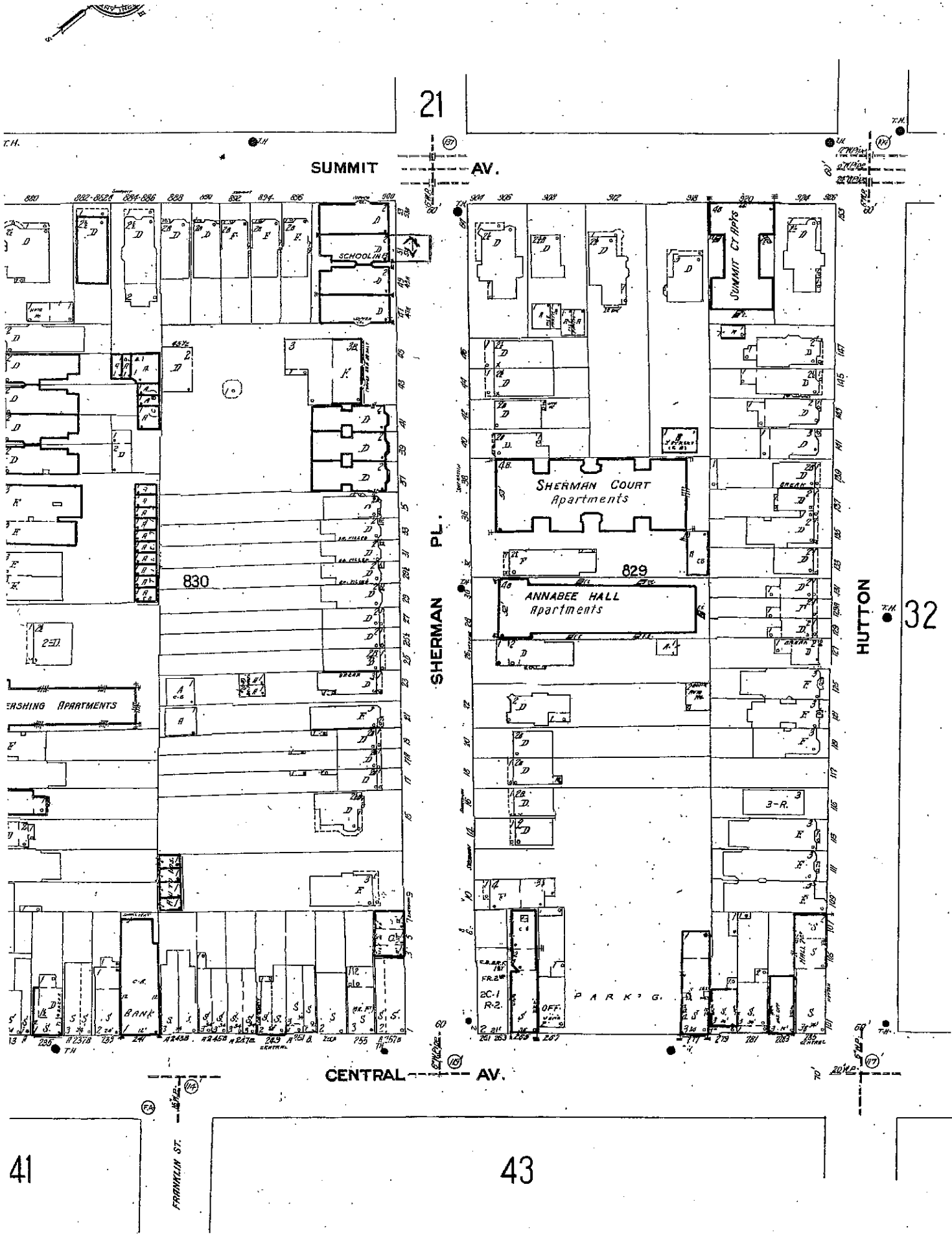
DESIGNATING 25 FEET IN FRONT OF 51 SHERMAN PLACE AS NO PARKING, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, 7:00 A.M. TO 10:00 A.M. AND 3:00 P.M. TO 7:00 P.M.

This area will serve as a drop-off and pick-up area for the children attending Cari's Little Friends Day Care.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



21

SUMMIT AV.

SHERMAN PL.

HUTTON

32

CENTRAL AV.

FRANKLIN ST.

43

41

City Clerk File No. Ord. 14.169

Agenda No. 3.0 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.169

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) AT 194 NEPTUNE AVENUE; 28 SHERMAN PLACE; 140 WEGMAN PARKWAY AND AMENDING THE RESERVED PARKING SPACE AT 58 GRACE STREET; 233 WEGMAN PARKWAY; 194 NEPTUNE AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 138 WEGMAN PARKWAY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual

Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

Dorothy [Richard] Bodtmann

Linda Howansky [Barbara Peretti]

Anjila Masoud

Timothy Purcell

Timothy Harvin

Ailene Johnston [Leonard Childress]

58 Grace St

194 Neptune Av

28 Sherman Pl

28 Sherman Pl

[138] 140 Wegman Pkwy

233 Wegman Pkwy

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. This ordinance shall take effect at the time and in the manner as prescribed by law.

5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The new material to be inserted is underscored; the material to be repealed is in [brackets].

JDS:pcl
(12.05.14)

APPROVED: _____

Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: _____
Municipal Engineer

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) AT 194 NEPTUNE AVENUE; 28 SHERMAN PLACE; 140 WEGMAN PARKWAY AND AMENDING THE RESERVED PARKING SPACE AT 58 GRACE STREET; 233 WEGMAN PARKWAY; 194 NEPTUNE AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 138 WEGMAN PARKWAY

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza on behalf of Councilwoman Joyce Watterman, Chairwoman, Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

DESIGNATE A RESERVED PARKING SPACE(S) AT 194 NEPTUNE AVENUE; 28 SHERMAN PLACE; 140 WEGMAN PARKWAY AND AMENDING THE RESERVED PARKING SPACE AT 58 GRACE STREET; 233 WEGMAN PARKWAY; 194 NEPTUNE AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 138 WEGMAN PARKWAY

The Municipal Council Committee for Disabled Parking has approved these locations for the installation of reserved parking signs. They will be utilized by those disabled individuals whose applications were approved by the Committee.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

City Clerk File No. Ord. 14.170

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.170

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) AMENDING SECTION 332-27(ANGLE PARKING) OF THE JERSEY CITY CODE DESIGNATING 30 DEGREE ANGLE PARKING ON THE NORTH SIDE OF FIRST STREET, MARIN BOULEVARD TO PROVOST STREET (BACK IN PARKING ONLY)

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332(Vehicles and Traffic) Article III (Parking, Standing And Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-27 ANGLE PARKING

No person shall park a vehicle upon any of the streets or parts thereof listed below except at the angle designated.

Name of Street	Side	Angle (degrees)	Limits
<u>First Street</u>	<u>North</u>	<u>30 Degrees</u> <u>Back in</u> <u>parking only.</u>	<u>Marin Blvd to Provost St</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material to be inserted in new and underscored.

JDS:pcl
(09.05.14)

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) AMENDING SECTION 332-27(ANGLE PARKING) OF THE JERSEY CITY CODE DESIGNATING 30 DEGREE ANGLE PARKING ON THE NORTH SIDE OF FIRST STREET, MARIN BOULEVARD TO PROVOST STREET (BACK IN PARKING ONLY)

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza on behalf of Brian Platt, Aide to the Mayor	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

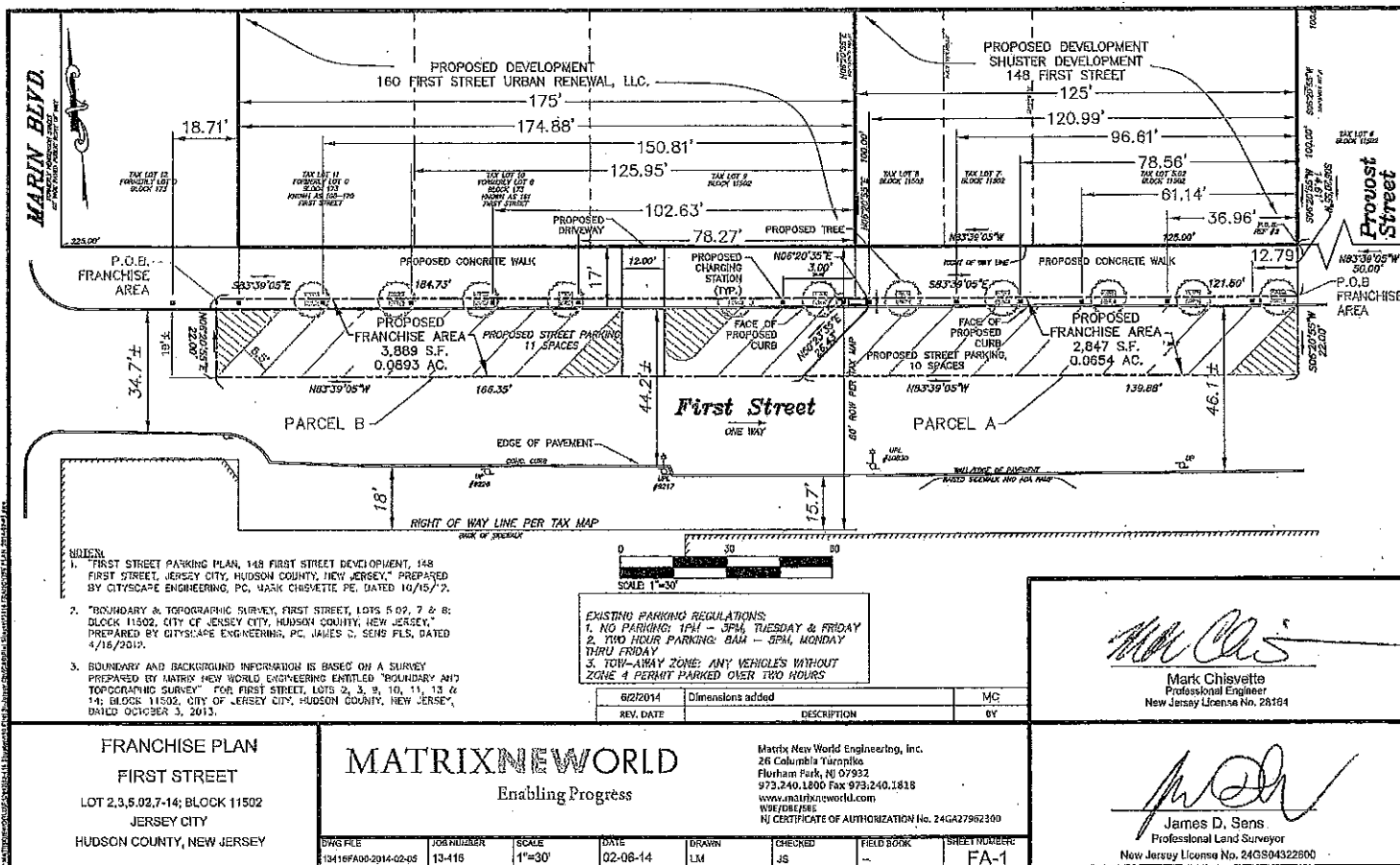
Ordinance Purpose

The north side of First St between Marin Blvd and Provost St will be 30 degree angle parking (back-in parking only). The parking spaces at the two franchised areas, 148 and 160 First Street will provide exclusive parking for electric or plug-in hybrid vehicles.
Franchise Ord. 14.062 adopted 6.11.14

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



City Clerk File No. _____ Ord. 14.171
Agenda No. _____ 3.F _____ 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.171

TITLE:
**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS
TO THE LAND DEVELOPMENT ORDINANCE – ARTICLE III PROCEDURES – AS IT PERTAINS TO SITE
PLAN REVIEW THRESHOLDS**

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, the Land Development Ordinance provides thresholds for Site Plan review; and

WHEREAS, the existing language gives the Planning Board jurisdiction over all projects in Redevelopment Plan Areas that require site plan review; and

WHEREAS, for projects not requiring site plan review, but requesting a variance, it is unclear what board, if any, has purview; and

WHEREAS, in order to close this gap, the proposed amendments will formally assign all applications located in Redevelopment Plan Areas citywide, and with variances pursuant to MLUL §40:55D-79(c) to the Planning Board; and

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

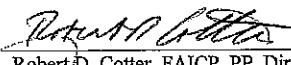
WHEREAS, the Planning Board at its meeting of November 18, 2014 did vote to recommend that the Municipal Council adopt these amendments to the Development Procedures section of the Land Development Ordinance; and

WHEREAS, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, FAICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: _____

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – ARTICLE III PROCEDURES – AS IT PERTAINS TO SITE PLAN REVIEW THRESHOLDS

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director
Phone/email	201-547-5010	bobbyc@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Ordinance will amend the Development Procedures section of the Land Development Ordinance (Zoning Ordinance) to revise and update the thresholds for site plan review. This will add a provision for variance (also known as deviation) applications located in Redevelopment Plan Areas citywide.

I certify that all the facts presented herein are accurate.


Signature of Department Director


12/2/14
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – ARTICLE III PROCEDURES – AS IT PERTAINS TO SITE PLAN REVIEW THRESHOLDS

This Ordinance will amend the Development Procedures section of the Land Development Ordinance (Zoning Ordinance) to revise and update the thresholds for site plan review. This will add a provision for variance (also known as deviation) applications located in Redevelopment Plan Areas citywide.

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: November 25, 2014
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Kristin J. Russell, PP, AICP
SUBJECT: LDO amendment – Site Plan review thresholds

RECEIVED
2014 DEC - 2 PM 3:02
CITY OF JERSEY CITY
LAW DEPARTMENT

State planning law (the Municipal Land Use Law, or "MLUL") sets forth jurisdiction for Planning and Zoning Boards, outlining which board is authorized to review different types of applications.

Generally, the Planning Board hears site plan applications with or without bulk variances (referred to as "c" variances, referencing "section c" of the code), including things such as yard setbacks, parking, and lot coverage. The Planning Board also has jurisdiction over Redevelopment Plan areas.

On the other hand, the Zoning Board hears variances that are *not* attached to a site plan review (for example, projects that are so small that they do not meet the minimum thresholds for review), and site plans that include height and use variances (referred to as "d" variances).

A problem occurs when there is a project that is small in scale (doesn't meet minimum thresholds), has variances, and is located in a Redevelopment Area. Presently, the city code did not anticipate this scenario and neither Board has jurisdiction.

As a solution, the proposed changes to the threshold section of the code specify that any project with variances that is located in a Redevelopment Area, regardless of size, falls under the purview of the Planning Board.

This does not contradict State law and will provide a "home" for any such applications that fall into this category.

Proposed 10/28/14

§ 345-16 When Site Plan Approval Required

- A. Threshold for Major Site Plan Review. The following categories of site plans for new construction, rehabilitation and additions, pursuant to N.J.S.A. 40:55D-37a, fall within the major site plan review threshold and must receive Board approval prior to issuance of either a building permit or Certificate of Occupancy:
1. Creation of ten (10) or more dwelling units, regardless of number of structures and/or phases, and whether developed by one entity or several.
 2. Projects on parcels of ten thousand (10,000) or more square feet.
 3. Projects whose total gross floor area is ten thousand (10,000) or more square feet.
 4. Additions increasing gross floor area by two thousand five hundred (2,500) square feet or fifty percent (50%), whichever is less.
 5. Additions increasing coverage, by all structures on a project parcel, by two thousand five hundred (2,500) square feet or fifty percent (50%), whichever is less.
 6. Additions increasing gross floor area of all structures on a project parcel by fifty percent (50%) or two thousand five hundred (2,500) square feet, whichever is less.
 7. Off-street parking facilities, except for one or two family structures meeting minimum parking requirements and meeting the minimum stall size requirements.
 8. Changes in use requiring new or alteration of existing parking and/or loading facilities.
 9. Changes in the volume and/or configuration of existing parking and/or loading facilities.
 10. Wireless telecommunication towers.
- B. Threshold for Minor Site Plan Review. The following categories of site plans for new construction, rehabilitation and additions, pursuant to N.J.S.A. 40:55D-37a, fall within the minor site plan review threshold and must receive Board approval prior to issuance of either a building permit or Certificate of Occupancy:
1. Conversions, alterations, renovations and additions to existing storefronts.
 2. Wireless communication antennas.
 3. Projects whose total gross floor area is at least five thousand (5,000) and less than ten thousand (10,000) square feet.
 4. Any ancillary and/or mechanical equipment for a rooftop solar array which is located in any yard adjacent to a public right-of-way.
- C. Threshold for Site Plan Review within Redevelopment Plan Areas
1. Thresholds based on project size, gross floor area, lot area, additions, and all other criteria as outlined in §345-16(A) and (B) above shall apply to Redevelopment Plan Areas. **With the following exception:**
 - a. **Any project with deviations that does not meet the threshold for a major site plan shall be considered a minor site plan**
 2. Applications for new signage within a Redevelopment Plan Area shall be considered a Minor Site Plan.
 3. Site plan review shall not be considered necessary for the following site work:
 - a. Normal maintenance.
 - b. Health and safety upgrades that are essentially interior and do not require any changes to the site plan at grade.
 - c. Interior renovations.
 - d. Deck or balcony construction that otherwise complies with residential bulk standards of the applicable plan.
 - e. Installation of accessory structures that otherwise complies with requirements of the applicable redevelopment plan, with the specific exception of backup generators, which shall require minor site plan review.

City Clerk File No. Ord. 14.172

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.172

TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – SUPPLEMENTARY ZONING AS IT PERTAINS TO HEIGHT EXCEPTIONS FOR ROOFTOP APPURTENANCES

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, the Land Development Ordinance limits the height of rooftop appurtenances; and

WHEREAS, roof decks are an increasingly popular building amenity in Jersey City; and

WHEREAS, ADA requires that common rooftop space for building residents be accessible by elevator, but existing height exceptions do not allow for sufficient elevator bulkhead height to meet this requirement, necessitating a slight increase; and

WHEREAS, in response to public and Council request, this amendment also requires rooftop appurtenances to be set back from the building walls to decrease visibility overall; and

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and


WHEREAS, the Planning Board at its meeting of October 21, 2014 did vote to recommend that the Municipal Council adopt these amendments to the Supplementary Zoning section of the Land Development Ordinance; and

WHEREAS, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, FAICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – SUPPLEMENTARY ZONING
AS IT PERTAINS TO HEIGHT EXCEPTIONS FOR ROOFTOP APPURTENANCES**

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Ordinance will amend the Supplementary Zoning section of the Land Development Ordinance (Zoning Ordinance) to increase height exceptions for rooftop appurtenances on buildings with common rooftop amenity spaces in order to comply with ADA, and require setback to decrease visibility.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – SUPPLEMENTARY ZONING AS IT PERTAINS TO HEIGHT EXCEPTIONS FOR ROOFTOP APPURTENANCES

This Ordinance will amend the Supplementary Zoning section of the Land Development Ordinance (Zoning Ordinance) to increase height exceptions for rooftop appurtenances on buildings with common rooftop amenity spaces in order to comply with ADA, and require setbacks to decrease visibility.

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: November 13, 2014
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Kristin J. Russell, PP, AICP
SUBJECT: LDO amendment – Height Exceptions

The "height exceptions" of the Land Development Ordinance recognizes that certain rooftop appurtenances exceed the height of the building, and places limits on the height and area of such spaces. These are generally mechanical, stair, and elevator bulkheads, as well as ventilation and cellular equipment.

As Jersey City sees an increase in rooftop amenity space (roof decks), it is important to zone properly for these uses. When these spaces are "common" – accessible to all residents of the building – ADA requires that the roof have elevator access.

Two months ago the Planning Board recommended an amendment to City Council. At that time, it was requested that the item be pulled and reworked in order to address some concerns that the public expressed.

The revised amendment before you at this time has added language that will require rooftop appurtenances of any size to be set back from the building walls. This will significantly reduce visibility from the streets to an extent that is presently not required at all.

The proposed amendments will enable buildings to provide roof amenity space on their buildings in compliance with ADA standards. And, appurtenances of all sizes will now be required to be set back from the building edges.

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CITY OF JERSEY CITY
LAW DEPARTMENT

Proposed 10/21/14

§345-60 Supplementary Zoning Regulations

- A. No Change.
- B. No Change
- C. No Change
- D. Yard Regulations.
- E. No Change
- F. No Change
- G. Height Exceptions.

1. Penthouses and roof structures for the housing of stairways, tanks, ventilating fans, air-conditioning equipment, dust collectors or similar equipment required to operate and maintain the building as well as skylights, spires, cupolas, flagpoles, chimneys, water tanks or similar structures may be erected above the height limits prescribed by this Chapter but in no case more than the following distances above the maximum height permitted in the district, except church spires **for houses of worship** shall have no height restrictions.

Building Height(feet)	Maximum Height of the Exceptions
Up to 35 45	10 feet
45 35 to 100	12 feet or 20% of building height, whichever is greater for buildings without common rooftop amenity space. For buildings with common rooftop amenity space, 20 feet.
101 and over	20 feet or 20% of building height, whichever is greater for buildings without common rooftop amenity space. For buildings with common rooftop amenity space, 30 feet or 10% of building height, whichever is less.

2. **Any rooftop appurtenance covered by this section must be set back from any front façade (primary or secondary) by a distance of one foot one inch for every foot of rooftop appurtenance height.**

3. Fire or parapet walls may be erected above the height limits prescribed by this Chapter up to a maximum height of 6 (six) feet from the roof of the top story and with a minimum of 42" from the floor of the rooftop deck, if provided.
4. Mechanical and other roof appurtenances shall not exceed twenty percent (20%) of the roof area and shall be properly shielded. There is no coverage limit on roof decks used for residents' open space.
5. Where a property is located within the "One Percent (1%) Annual Chance Flood Hazard Area," the number of feet required to reach the base flood elevation plus one foot shall be added to the maximum permitted height of the building. This provision shall apply to all property within any regular zone district or within any duly adopted Redevelopment Plan Area. Where property is located within an Historic District, or where an Historic District and Redevelopment Plan overlap, this exception shall not apply.

City Clerk File No. Ord. 14.173
Agenda No. 3.H 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.173

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE TIDEWATER BASIN REDEVELOPMENT PLAN TO
MODIFY MIXED USE DISTRICT USES AND CLARIFY LANGUAGE**

WHEREAS, the Municipal Council of the City of Jersey City adopted the Tidewater Basin Redevelopment Plan in November of 1999, and amended the Plan numerous times subsequently, most recently on October 8, 2014; and

WHEREAS, at the time of the last amendment, the City Council requested that the Mixed Use zone be modified to remove nightclubs from permitted uses; and

WHEREAS, athletic facilities need to be added as a permitted use, because these uses already exist on site; and

WHEREAS, additional minor changes have been made to clarify existing language, none of which changes the intent of the zoning; and

WHEREAS, the Planning Board, at its meeting of December 9, 2014, determined that the Tidewater Basin Redevelopment Plan should be amended to modify the uses and clarify language; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Tidewater Basin Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Tidewater Basin Redevelopment Plan be, and hereby are, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, PP, FAICP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE TIDEWATER BASIN REDEVELOPMENT PLAN TO MODIFY MIXED USE DISTRICT USES AND CLARIFY LANGUAGE

Initiator

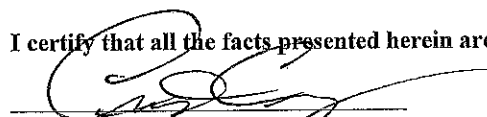
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbye@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The proposed amendments modify the uses permitted in the Mixed Use District per the request of City Council at the time of adoption. Additionally, amendments are made to clarify language.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

12/5/14

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO THE TIDEWATER BASIN
REDEVELOPMENT PLAN TO MODIFY MIXED USE DISTRICT USES AND
CLARIFY LANGUAGE**

The proposed amendments modify the uses permitted in the Mixed Use District per the request of City Council at the time of adoption. Additionally, amendments are made to clarify language.

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: December 4, 2014
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Kristin J. Russell, PP, AICP
SUBJECT: Tidewater Basin Redevelopment Plan amendment

This past October, Jersey City Council adopted amendments to the Tidewater Basin Redevelopment Plan. At that time, it was requested that the plan be further amended to remove nightclubs from the permitted uses.

The amendments proposed do exactly that.

Additionally, athletic facilities have been added as a permitted use. St. Peter's already has athletic facilities on the site, and although the structure will ultimately be demolished and relocated, for the time being the use needs to be acknowledged and permitted.

Finally, minor housekeeping items have been incorporated into this amendment in order to retain consistency between zoning definitions and the Plan. Community groups have also been made exempt from fees, which is typical in other Redevelopment Plans but had not been incorporated into the Tidewater Basin Redevelopment Plan to date.

TIDEWATER BASIN REDEVELOPMENT PLAN

November 10, 1999

Amended June 27, 2007: Ord. 07-109

Amended Sept 9, 2009: Ord. 09-092

Amended March 24, 2010: Ord. 10-036

Amended April 28, 2010: Ord. 10-053

Block & Lot Updates: October 25, 2012

Amended October 8, 2014: Ord. 14-120

Draft 12/10/14

**CITY OF JERSEY CITY
DIVISION OF CITY PLANNING**

E. Grand and Marin District

This district is designed to provide space for athletic fields, open space, recreation and educational facilities at the corner of Marin and Grand Streets.

1. Principal Permitted Uses
 - a. Outdoor recreation and improved open space
 - b. Athletic facilities
 - c. Educational facilities
 - d. Residential above the ground floor
 - e. Ground floor retail on corner properties
 - f. Ground floor restaurant, categories one and two as defined by the Land Development Ordinance, on corner properties
 - g. Mixed uses of the above
2. Accessory Uses
 - a. Off-street parking conforming with plan standards
 - b. Fences and railings
 - c. Signs, not to exceed 12 square feet, and not to be internally illuminated
3. Maximum Height:
 - a. 4 stories and forty-five (45) feet
 - b. One additional penthouse story, not to exceed 12 (twelve) feet for a total of fifty-seven (57) feet, and compliant with the standards outlined in §VII.E(7) below, is permitted on corner lots.
4. Maximum Lot Coverage
 - a. Seventy percent (70%)
5. Setbacks:
 - a. Maximum Front yard – Zero (0) feet
 - b. ~~Maximum Corner Side yard – Zero (0) feet~~
 - c. Minimum Side yard – Zero (0) feet, except where side windows are proposed to be located **on interior lot lines**, in which case six (6) feet
 - d. Minimum Rear yard – Thirty (30) feet
 - a. ***On corner lots, the side yard which runs parallel to the rear façade shall be subject to rear yard setback requirements.***
 - e.
6. Parking & Loading
 - a. Parking is prohibited.
 - b. One garaged loading space per building is permitted, provided that access to this garage is not from Grand Street.
7. Penthouses (as permitted in §E(3.a) above) on corner lots
 - a. Penthouses must be set back five (5) feet from all streetfront facades
 - b. Penthouses may not exceed twelve (12) feet in height
 - c. Penthouses must be constructed primarily of glass, with metal or other modern elements permitted as details.
 - d. Penthouses must have a flat roof
8. Buffering
 - a. All permitted principal uses must be adequately buffered from adjoining residential uses, through the use of a five feet wide evergreen hedge-row, of a species that will grow tall and can be trained (clipped) into a dense evergreen hedge, and contain

- fencing, which must be located on the non-residential side of the landscaped buffer.
9. All other requirements shall be as regulated in Sub-Section D. Historic Buffer District

F. Mixed Use District

This district fronts on Van Vorst Street, and contains several sites that were predominantly historically used for industrial purposes. Re-use of these sites for residential purposes is favored for feasibility reasons, and because of the strong demand for residential uses. Mixed use development is also permitted to service the existing and future residential development within the district.

1. Permitted Principal Uses
 - a. Residential
 - b. Ground floor Office
 - c. Ground Floor Retail
 - d. Ground floor cafes, ~~nightclubs~~, and bars
 - e. Ground floor restaurants, categories 1 and 2
 - f. Parks, pedestrian and bicycle paths, open space, plazas
 - g. Child Care and Day Care Centers
 - h. **Athletic facilities** ~~on Block 1205, limited to one per block~~
 - i. A combination of any of the above
2. Accessory Uses – Uses which are customarily associated with and incidental to permitted principal uses, limited to the following:
 - a. Off-street parking
 - b. Health clubs serving units
 - c. Residential amenities
 - d. Fences and railings
 - e. Home occupations
 - f. Signs
3. Maximum Height
 - a. The maximum height shall be seven (7) stories and eighty-three (83) feet.
4. Minimum Lot Size
 - a. Interior Lot – 2,000 square feet
 - b. Corner lot – 2,400 square feet
5. Maximum Lot coverage – 100%
6. Landscaping - Required 10% landscaping may be provided in landscaped planting areas, green roof plantings, and raised planters. If a project is completed in phases, the calculation may be calculated over the entire development site as a whole.
7. Minimum Setbacks

None required
8. Stepbacks are required along Van Vorst Street between Morris and Sussex Streets for buildings utilizing the height bonus.
 - a. At the 7th story, a 10 foot stepback from the ground level façade is required

- b. At the 8th story, a 20 foot stepback from the ground level façade is required
- c. At the 9th story, a 30 foot stepback from the ground level façade is required
- d. Notwithstanding the foregoing, at the corner building on Sussex and Van Vorst Streets, only one stepback is required. It is to be located at the 7th story and must have a minimum stepback of 25 feet from the ground level façade.

9. Minimum Parking

- a. Residential – 0.6 spaces per unit. There shall be no lease/deed parking requirements or guest/staff parking requirements.
- b. Retail, restaurants, cafes, nightclubs, and bars – 0.5 spaces per 1,000 square feet of floor area
- c. Office – 0 spaces required

Where a project is developed in phases, the parking and loading constructed with phase 1 must meet or exceed the parking and loading requirements for that phase. Required parking and loading for the entire project may be constructed in Phase I.

Valet parking is permitted.

Maximum driveway width: 12 feet one way, 20 feet two way

10. Loading Off-street loading shall conform to Article V of the Zoning Ordinance of the City of Jersey City.

11. Signs

Use	Type	Number	Size
Residential	Nameplate or Awning	1 per entry	12 sf
Retail, restaurant, café, bar, nightclub	Façade Band sign	1 per street or plaza frontage	20 sf or 15% of ground floor area of that portion of the primary façade, whichever is less
	Blade Sign	1 per street or plaza frontage	8 sf
	Canopy Sign	1 per window bay	Shall be calculated into the maximum façade sign area
Office	Façade Band sign	1 per street or plaza frontage	20 sf or 15% of ground floor area of that portion of the primary façade, whichever is less
Home Occupations	Plaque	1	2 sf

- Façade signs in the sign band area above the display window(s) are permitted. Band signs shall display the name and/or logotype of the store only. Band signs shall be illuminated at night. The sign band shall be limited to an area not less than ten (10) feet and not greater than fifteen (15) feet above grade level. In addition, all signs shall set back a minimum of two (2) feet from each side of the building. Sign lettering within the sign band may also be applied directly onto the building surface, rather than onto a sign board.
- During construction, one (1) temporary sign indicating: the name of the project or development, general contractor, subcontractor, financing institution and public entity officials (where applicable) shall be permitted. The sign area shall not exceed forty (40) square feet.
- All wall signs shall be flush mounted
- All blade signs shall project no more than 30 inches from the facade and the bottom of the sign must be a minimum of 9 feet above the sidewalk or plaza.
- Internally lit sign boxes are prohibited. Internally lit channel letters are permitted.
- Storefront windows shall not be blocked by any interior display case or other form of barrier. Pedestrians on the street shall have the ability to see into the shop and view the activity within.
- Signs may include the name of the store and street number only.

12. Design Standards

- Parking garages must be wrapped by the principal use building to disguise the garage area. Garages fronting on Sussex Street, however, are not required to be wrapped. Instead, the façade of all parking levels along Sussex Street shall be of compatible material and quality to that used throughout the development and shall be designed to provide visual interest.
- Bike parking requirements, as outlined in the Land Development Ordinance, apply
- Except for the Sussex Street frontage, no more than fifteen (15) percent of the first floor

- street and plaza frontage or thirty (30) consecutive linear feet along a public right-of-way and plaza frontage - whichever is greater - may be dedicated to other uses such as meter rooms, blank walls, garage doors or loading zones, emergency exits, etc.
- d. Large blank walls (rear façade, etc.) without fenestration must incorporate facade relief, an expressed structural system, sculpted, carved or penetrated wall surfaces, architectural lighting, or other architectural techniques to provide visual interest.
 - e. Window HVAC units (PTAC units) shall not be permitted below twenty (20) feet above grade. At and above twenty (20) feet above grade, all facade vents for air conditioning or heating units must be incorporated into the window opening and mullion design such that vent grills and windows appear as a single unit. This is best achieved by lining up vent grills with the vertical or horizontal edge of the adjacent window and matching the window's length or width or using a spandrel panel to fill any voids.
13. Height Bonus - In recognition of its close proximity to mass transit, and as supported by the Jersey City Master Plan, this district can accommodate greater building heights

An additional 8 stories and 92 feet, for a maximum of 15 stories and 175 feet of height are permitted when the following are all provided:

- a. A privately held and maintained 10,000 square foot pedestrian plaza is developed for 24-hour public use. The Developer and its successors and assigns must agree to maintain and repair the plaza in accordance with a Developer's Agreement entered into with the Planning Board.
- b. Open Space Requirement – 30% of the total lot area shall be provided as outdoor recreation space, which may be averaged over the entire development when a project is developed in phases. This can be allocated and divided up as needed, at grade, as plaza space, as rooftop amenity space, and so forth.
- c. The Developer agrees to enter into an easement with the Jersey City Municipal Utilities Authority ("JCMUA") for ten dollars (\$10.00) nominal consideration for the construction by the JCMUA, at its sole cost and expense, of an underground water main pipe line ("pipe line") on a portion of the land where the private pedestrian plaza is planned. The easement shall provide that such pipe line shall be located in a place on such land that will not disrupt or impede the project and that the construction of the pipe line will not delay or obstruct the developer's construction schedule. Such easement shall give the JCMUA the right to construct the pipe line at any time up to the date the developer applies to the City for the first certificate of occupancy for the project. The developer shall give the JCMUA 90 days written notice of its intention to apply to the City for a certificate of occupancy for the project.
- d. The developer agrees to enter into an easement agreement with the JCMUA for ten dollars (\$10.00) nominal consideration granting a ten (10) foot wide easement to the JCMUA for the maintenance, operation, repair and replacement of the pipe line by the JCMUA, at its sole cost and expense. The easement shall provide that should it be necessary for the JCMUA to remove any portion of the pedestrian plaza improvements and materials, it will reinstall and restore them, at the JCMUA's sole cost and expense, with the same color, type and quality improvements and materials.
- e. The developer agrees to make cross-street improvements at the intersection of Van Vorst Street and Morris Street utilizing materials that are compatible with the pedestrian plaza;

- f. Buildings must be designed and built with LEED or equivalent green measures that will reduce the overall energy consumption by the building occupants, the energy demands on local utilities, and water consumption by occupants.
- g. For phased development, the developer shall adhere to the following benchmarks:
 - i. Subject to the easement grant limitations identified in this Subsection, the aforementioned easements to JCMUA must be granted with the first phase prior to the issuance of a Certificate of Occupancy by the Jersey City Building Department for that phase
 - ii. Aforementioned plaza and necessary Van Vorst / Morris Street intersection improvements must be completed prior to the issuance of a Certificate of Occupancy by the Jersey City Building Department for the second phase

VIII. PROCEDURAL REQUIREMENTS

A. Submission of Redevelopment Proposals

Site plan review shall be conducted by the Jersey City Planning Board pursuant to NJSA 40:55D-1 et seq.

As part of the final site plan approval process, the Jersey City Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53. Such performance guarantees shall be in favor of the City of Jersey City, in a form approved by either the Corporation Counsel of the City of Jersey City, or the Attorney for the Jersey City Planning Board. The amount of such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of improvements within one (1) year of final site plan approval.

B. Duration of Plan's Effect

The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of forty (40) years from the date of approval of this plan by the City Council of the City of Jersey City.

C. Deviation Requests

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.

D. Procedure for Amending this Plan

This Redevelopment Plan may be amended from time-to-time upon compliance with the requirements of law. A fee of \$1,000 plus all costs of copying and transcripts shall be payable **by the applicant** to the City of Jersey City for any request to amend this plan. ~~If there is a designated developer, as provided for under NJSA 40:55 C 1 et seq, said developer shall pay these costs. If there is no developer, the appropriate agency shall be responsible for any and all such costs.~~ ***Fees shall not be charged for amendments proposed by a local and recognized neighborhood association.***

E. Interim Uses

Interim uses may be established, subject to site plan approval and agreement between the developers and the Planning Board that such use will not have an adverse effect upon existing or contemplated development during the interim use period. Interim uses may be granted for a period of up to three (3) years, and may be renewed at the discretion of the board. Commuter parking that does not serve employees of this redevelopment plan area is specifically prohibited and does not qualify as an interim use.

City Clerk File No. Ord. 14.174

Agenda No. 3.I 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.174

TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE OCEAN BAYVIEW REDEVELOPMENT PLAN TO BRING LANGUAGE UP TO DATE

WHEREAS, the Municipal Council of the City of Jersey City adopted the Ocean Bayview Redevelopment Plan in April of 1977, and amended the Plan numerous times subsequently, most recently on September 13, 2012; and

WHEREAS, the existing Plan has language that is out of date, inconsistent with the citywide zoning glossary, and in need of general upkeep; and

WHEREAS, minor changes to the text will correct these issues without modifying the actual zoning; and

WHEREAS, the Planning Board, at its meeting of November 18, 2014, determined that the Ocean Bayview Redevelopment Plan should be amended to bring language up to date; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Morris Canal Redevelopment Plan is attached hereto, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Morris Canal Redevelopment Plan be, and hereby are, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, FAICP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE OCEAN BAYVIEW REDEVELOPMENT PLAN TO BRING LANGUAGE UP TO DATE

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The proposed amendments will make administrative changes to the language of the Ocean Bayview Redevelopment Plan. Several of the changes are the overdue result of prior glossary (definition) changes. Other changes are corrections or clarifications. None of the revisions result in actual zoning changes.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date 12/2/14

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE OCEAN BAYVIEW REDEVELOPMENT
PLAN TO BRING LANGUAGE UP TO DATE**

The proposed amendments will make administrative changes to the language of the Ocean Bayview Redevelopment Plan. Several of the changes are the overdue result of prior glossary (definition) changes. Other changes are corrections or clarifications. None of the revisions result in actual zoning changes.

OCEAN/BAYVIEW

REDEVELOPMENT PLAN

City of Jersey City

Division of City Planning

Department of Housing, Economic Development and Commerce

Adopted April, 1977

Amended May, 1984

Amended November 24, 1992

Amended July 22, 1998

Amended October 26, 2004

Amended February 28, 2007

Amended November 10, 2010 – Ord. 10-134

Amended September 13, 2012 – Ord. 12-112

Proposed November 18, 2014

Text that is unchanged is in plain face type like this.

Text that is deleted is in strike-through like ~~this~~.

Text that is added is in bold like **this**.

I. BOUNDARY DESCRIPTION - MAP

(see end of document)

II. REDEVELOPMENT PLAN GOALS AND OBJECTIVES

Renewal activities of the Ocean/Bayview Study Area will be undertaken in conformity with, and will be designed to meet the following goals and objectives.

- 1) To comprehensively redevelop the Ocean/Bayview Study Area by the elimination of negative and blighting influences and by providing new construction and site improvements where appropriate.
- 2) To provide stable and affordable residential uses and housing types for both existing residents and prospective new occupants.
- 3) To provide for the improvement of the functional and physical layout of the project area for contemplated redevelopment and the removal of impediments for land disposition.
- 4) To provide construction related (temporary) jobs, and permanent jobs where possible through the construction of new housing and public improvements.
- 5) To construct new housing for home ownership through a combination of private development financing and the selective use of federal and state funding programs.
- 6) To provide for the maximization of private investment through the attraction of qualified developers capable of securing private financing commitments.
- 7) To provide for the stabilization and the increase of the tax base of the project area

and the entire city by redeveloping non-revenue producing areas and by re-establishing investment confidence on the part of existing and future residents both within the area and in contiguous neighborhoods.

- 8) To provide for the coordination of redevelopment activities to promote a uniform attack on blight which reinforces already existing renewal and improvement programs in adjacent areas in accordance with a plan that integrates the Ocean/Bayview Study Area with the existing physical and social fabric of the City of Jersey City.
- 9) To provide where necessary site improvements for both proposed and existing residential uses including improved streets and sidewalks, off-street parking, open space, pedestrian malls, recreational areas, and new trees, where appropriate.
- 10) To maximize developer participation and contribution to site improvements and other related amenities so as to improve aesthetic qualities of the Ocean/Bayview Study Area in particular and surrounding neighborhoods in general.

III. TYPES OF PROPOSED REDEVELOPMENT ACTIONS

It is proposed to substantially improve and upgrade the Ocean/Bayview Study Area through a combination of redevelopment actions. These will include but not be limited to 1) clearance of dilapidated structures; 2) retention and construction of sound compatible uses; 3) assembly into developable parcels the vacant and underutilized land now in scattered and varied ownership; and 4) provisions for a full range of public infrastructure necessary to service and support the new community.

IV. BUILDING DESIGN OBJECTIVES FOR NEW CONSTRUCTION

- a) All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public right-of-ways and off-street parking, height and bulk.
- b) Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials.
- c) Buildings should be designed so as to be attractive from all vantage points.
- d) Building setbacks should be varied to the extent practicable in order to provide an interesting interplay of buildings and open spaces.

V. SPECIFIC OBJECTIVES

A) Submission of Redevelopment Proposals

Prior to commencement of construction, architectural drawings and site plans with detailed specifications for the construction and/or rehabilitation of improvements to the area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment requirements and objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases. Final Site Plan approval for any phase shall entitle an applicant to building permits.

As part of any Final Site Plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq.

Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.

Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this plan and the land subdivision ordinance of the City of Jersey City.

B) Adverse Influences

No use or re-use shall be permitted, which when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electro-magnetic disturbance, radiation, smoke, cinders, odors, obnoxious dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

C) Restriction of Occupancy or Use

There shall be no restriction of occupancy or use of any part of the project area on the basis of race, creed, color or national origin.

D) Circulation and Open Space Design Objectives

Unless paved, all open space areas shall be landscaped and maintained in an attractive condition.

Open spaces for both residential rehabilitation and new construction shall be provided where feasible and be so located as to provide for maximum usability by

tenants, and to create a harmonious relationship of buildings and open space throughout the project area.

- Sidewalk areas shall be adequately provided for the movements of pedestrians through and around the site.
- Sidewalk areas shall be attractively landscaped and durably paved and shall be provided with adequate lighting.
- Trees and shrubs shall be planted along the curblin at not less than 25 foot centers or in groupings, in a regularly spaced pattern to further increase the aesthetic quality of redevelopment activities.
- Areas designated as improved open space shall be in addition to all parking, loading, yard and setback requirements.

E) Off-Street Parking and Loading Objectives

Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction to pedestrian walks and thoroughfares.

- Any surface parking facilities shall be landscaped; large concentration of parking shall be avoided; poured-in-place concrete curbing shall be used in parking areas to prevent vehicles from encroaching upon planted area.
- All parking and loading areas abutting streets or residential zones shall be landscaped about their periphery with berms, shrubs, trees and/or ground cover as determined by the Division of City Planning and the Jersey City Planning Board.

- All required parking and loading areas shall be provided off-street. All such parking and loading areas shall be graded, paved with a durable dust-free surface, adequately drained, well landscaped, and all access points shall be defined and limited in accordance with the zoning ordinance of the City of Jersey City.

All driveways shall be paved in accordance with the Zoning Ordinance of the City of Jersey City.

~~Minimum~~ Maximum Driveway width: One Way - 10 feet, Two Way - 20 feet

F) Landscape Design Objectives

- All open space, including yards, shall be landscaped with lawns, trees, shrubbery and other appropriate plant material unless said open space is specifically designated for other activities which require paving or other treatment. All screen planting shall be evergreen and only species with proven resistance to the urban environment in this area will be acceptable. Screen planting shall be a minimum of four (4) feet in height. Material shall be planted, balled and burlapped, and be heavy and of specimen quality as established by the American Association of Nurserymen. At initial planting the material shall provide an opaque screen from the top of the shrub to within six (6) inches of grade. All trees shall be a minimum of three and one half (3 1/2) inches in caliper. All plants, treed and shrubs shall be installed in accordance with the Division of City Planning planting schedules.

G) Interim Uses

- Interim uses may be established, subject to agreement by developers with the Planning Board, that such uses will not have an adverse effect upon existing or contemplated development during the interim use period. All interim uses shall be given a time limitation and may be extended upon request by the developer. All

interim uses shall be limited to one year, with provision for two one year extensions at the discretion of the Planning Board.

H) Underground Utility Placement

- All utility distribution lines and utility service connections from such lines to the project areas individual uses shall be located underground where feasible.

VI. GENERAL PROVISIONS

- A) The regulations and controls in this section (Section VI General Provisions) will be implemented where applicable by appropriate covenants, or other provisions, or agreements for land disposition and conveyance executed pursuant thereto,
- B) The redeveloper shall begin and complete the development of the land and the construction of improvements agreed upon in the disposition contract within a reasonable amount of time as determined in the said disposition contract between the Jersey City Redevelopment Agency and the designated redeveloper.
- C) The redeveloper shall agree to retain the interest acquired in the project land until the completion of the construction and development in the area required by this plan and the disposition instruments, and the redeveloper shall further agree not to sell, lease, or otherwise transfer the interest acquired or any part thereof without prior written approval of the Jersey City Redevelopment Agency.
- D) No covenant, lease, conveyance or other agreement shall be affected or executed by the Jersey City Redevelopment Agency or by a redeveloper or any of his successors or assignees, whereby land within the project area is restricted by the Jersey City Redevelopment Agency or the redeveloper upon the basis of race, creed, color, or national origin in the sale, lease, use or occupancy thereof.

Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments.

- E) No building shall be constructed over an easement in the project area without prior written approval of the Jersey City Redevelopment Agency and when appropriate the Jersey City Department of Engineering.
- F) ~~The Jersey City Redevelopment Agency and the Jersey City Planning Board~~ shall specifically reserve the right to review and approve the Redeveloper's plans and specifications with respect to their conformance to the Redevelopment Plan. Such a review shall be on the basis of a site plan and/or construction plans submitted to both agencies. No additional construction or alteration of existing or proposed construction shall take place until a site plan reflecting such additional or revised construction shall have been submitted to, and approved by ~~both the Jersey City Redevelopment Agency and the Planning Board~~. This pertains to revisions or additions prior to, during and after completion of the improvements.
- G) The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of forty (40) years from the date of approval of this plan by the City Council of the City of Jersey City.
- H) All residential redevelopment proposals and construction plans shall meet applicable F.H.A. and/or H.F.A. minimum room size requirements prior to approval by the Redevelopment Agency and the Planning Board.

VII. GENERAL LAND USE PLAN

1. Land Use Map

Proposed Land Uses shall be shown on Map C "Land Use Map".

2. Land Use Provisions and Building Requirements

A) Permitted Principal Uses

- Detached *one- and two-family homes* dwelling units
- ~~Dwelling units with two dwelling units~~
- *Attached* One- and two-family *homes* townhouses and rowhouses
- Public and quasi-public uses
- Duplex townhouses
- Multi-family Residential Buildings
- Multi-purpose Community Center, providing such service as housing management, meeting rooms, day care, social support and counseling library, healthcare/first aid, (limited to immediate and minor first aid, visiting nursing and doctor's care, and health education) security and indoor and outdoor recreation.
- Retail sales limited to Ocean Avenue street frontage as determined by the Planning Board
- Professional offices as a home occupation
- Public utilities
- Parking areas as an off-site accessory uses
- Nursing Homes
- Housing Management Facility; provided that:
 1. The facility shall be similar to style and bulk to the

housing it is intended to serve.

2. No overnight storage of vehicles is permitted.

- Senior Housing

- Medical Offices; provided that:

1. The Medical Office use does not exceed 3000 square feet.

B) Accessory Uses Permitted

- Private garages

- Off-street parking

- Recreation areas as part of a residential development

- Fences and walls

- Designed open space

D) Regulations and Controls

Parcels designated residential shall be designed utilizing various materials to form a compatible overall architectural scheme.

New construction of multi-family residential shall be designed to include:

1. An ornamental cornice at the roofline.

2. Store fronts with hidden or internal security grates.

3. A mid-level cornice above the storefront.

4. Avoid blank walls, particularly at street level.

5. Window detailing, including lintels and sills.

6. A variety of horizontal and vertical architectural elements which harmonize with surrounding structures.

7. Store front windows shall be designed to contain displays and shall not be blocked by signage. There shall be no interior shelving or storage in

display windows.

8. Sidewalk shall be tinted French grey.
9. Driveways shall be differentiated from the sidewalk through the use of different paving color and texture. Driveways are to be flush with the sidewalk, with driveway apron slopes shall extend no more than two and one-half feet.
10. Fencing shall be wrought-iron or other decorative material; no chain-link or aluminum fencing is permitted.
11. The roof shall be flat unless incompatible with surrounding buildings.
12. All individual stores shall provide direct access to the sidewalk.
13. First floor space is to have 70% glazing, except in the case where residential units are on the first floor.
14. Buildings shall be designed to include a water table or water course and differentiated materials at the first floor. All first floor façades must be primarily masonry. No EIFS or synthetic materials are permitted at the first level. All façades and façade materials are subject to Board review and approval.
15. Main entries shall have transom windows above.
16. Street trees are to be included, spaced 35' apart for the length of each project.
17. All rooftops, including garages, shall include patio areas accessible to tenants wherever possible.

Designed open space shall be developed as an integral part in the overall design scheme.

~~Where any questions arise in terms of definitions or terminology the Zoning Ordinance of the City of Jersey City shall govern.~~

~~One and two family townhouses and rowhouses shall be defined as~~

~~attached structures in a row of similar structures containing one or two dwelling units per structure.~~

~~Offices as a home occupation shall be defined as places for the transaction of business where reports are prepared, records kept, and services rendered, but where no retail sales are offered, and shall be limited to licensed doctors, lawyers, architects, engineers and planners.~~

E) Maximum Height

- All residential uses four (4) stories and fifty (50) feet.
- Public or quasi-public four (4) stories or forty feet except that said building may have additional stories up to sixty (60) feet in height over not more than fifty (50) percent of the foundation area.
- All senior housing uses four (4) stories and fifty (50) feet.

F) Area, Yard and Bulk

1) Detached ~~one- and two-family homes~~ dwellings and dwellings with ~~two dwelling units.~~

Maximum Building Coverage	- 60%
Minimum Lot Area	- 1,875 sq. ft.
Maximum Density	- 50 dwelling units per acre
Minimum & Maximum Front	- shall be consistent with the prevailing street setback, except that front yard setback may not be less than 5 feet nor greater than 20 feet
Minimum One Side	- 0 feet
Minimum Total Sides	- 5 feet
Minimum Rear	-10 feet

The goal of the front yard setback requirement within this section is to have new development setback a distance that is consistent with the existing building line of the street.

All streets, even those which contain large tracts of vacant parcels, contain areas of development which have a definite street line formed by a fence, a hedge or a structure. It is the intent of the prevailing setback requirement to allow flexibility in design while maintaining the character of the neighborhood.

2) ***Attached One- and two family homes (must be attached on both sides) townhouses and rowhouses***

Maximum Building Coverage	- 50%
Minimum Lot Area	- 1,600 sq. ft.
Maximum Density	- 55 dwelling units per acre

Minimum and Maximum Yards

Front - ~~refer to front yard setback requirement for detached dwellings and dwellings with two dwelling units.~~ ***shall be consistent with the prevailing street setback, except that front yard setback may not be less than 5 feet nor greater than 20 feet***

Side	- 0 feet
Rear	- 10 feet

3) 3) ***Nursing Home (Conditional Use)***

~~Maximum Building Coverage, Minimum Lot Width, Minimum Lot Depth, Minimum Lot Area, Maximum Density, Minimum Yards, Front, Side, Rear, Lot size, coverage, dimensions, density and yard shall~~

~~be of sufficient size so as to be conducive to the health and welfare of the tenants of the development as well as adjacent property owners. The Planning Board shall set precise dimensions based upon the above criteria at the time of application.~~

Minimum Lot Area: Twenty Thousand (20,000) square feet.

Minimum Lot Width: Two Hundred (200) feet.

Minimum Lot Depth: One Hundred (100) feet.

Maximum Building Height: 4 stories & 40 feet

Maximum Building Coverage: Fifty percent (50%)

Maximum Lot Coverage: Seventy five percent (75%).

Minimum Yards:

Front: 15 Feet

Side: 10 Feet one / 20 feet both

Rear: 30 Feet

Required Parking: 0.2 spaces per bed

4) Public and Quasi Public Uses

Maximum Building Coverage - 30%

Minimum Lot Area - 10,000 sq. ft.

Minimum Yards Front - 5 feet

Side - 10 feet

Rear - 10 feet

5) Community Center

Maximum Building Coverage - 75%

Minimum Lot Width - 50 feet

Minimum Lot Depth - 100 feet

6) Multi-Family Residential Buildings

Minimum Lot Area:	10,000 square feet
Minimum Lot Width:	80 feet
Minimum Lot Depth:	80 feet
Maximum Building Coverage:	60%
Maximum Density:	80 dwelling units per acre
Minimum and Maximum Yards:	
Front:	0 feet
Side:	0 feet
Rear:	40 feet
Minimum Parking:	1 space per unit
Maximum Parking:	2 spaces per unit

7) Senior Housing

Minimum Lot Area: Ten Thousand (10,000) square feet.

Minimum Lot Width: Eighty (80) feet.

Minimum Lot Depth: Eighty (80) feet.

Maximum Building Coverage: Sixty percent (60%).

Maximum Density: Eighty (80) dwelling units per acre.

Minimum Yards:

 Front: 0 Feet

 Side: 0 Feet

 Rear: 40 Feet

Minimum Parking: 0.2 spaces per bedroom

Parcels designated residential shall be designed utilizing various materials to form a compatible overall architectural scheme.

New construction of senior housing shall be designed to include:

1. An ornamental cornice at the roofline.

2. Avoid blank walls, particularly at street level.
3. Window detailing, including lintels and sills.
4. A variety of horizontal and vertical architectural elements which harmonize the surrounding structures.
5. Sidewalk shall be tinted French grey.
6. Driveways shall be differentiated from the sidewalk through the use of different paving color and texture. Driveways are to be flush with the sidewalk with driveway apron slopes shall extend no more than two and one-half feet.
7. Fencing shall be wrought-iron or other decorative material; no chain-link or aluminum fencing is permitted.
8. All parking shall be screened by the above mentioned fencing at the street frontage, including a 5' strip of hedge landscaping in addition to the fence.
9. Interior property line adjacent to parking shall contain board-on-board fencing to screen it from its neighbors.
10. The roof shall be flat unless incompatible with surrounding buildings.
11. Buildings shall be designed to include a water table or water course and differentiate materials at the first floor. All first floor facades must be primarily masonry. No EIFS or synthetic materials are permitted at the first level. All facades and façade materials are subject to Board review and approval.
12. Main entries shall have transom windows above.
13. Street trees are to be included, spaced 35' apart for the length of each project.
14. All rooftops, including garages, shall include patio areas accessible to tenants wherever possible.
15. All front yard setbacks shall maintain the setback of the prevailing building line and not to exceed 20' from the curb. The intent is to

insure the parking for these buildings is on the side or rear yard and the building is established as a prominent feature on the street.

G) Off-Street Parking

All residential units shall provide a maximum of 2 spaces per dwelling unit.

Front yard parking for residential uses is prohibited except as necessary to dwellings specifically designed for handicapped residents.

Professional offices as a home occupation or as part of the ground floor area of garden apartment complexes shall provide off-street parking at a ratio of not less than one (1) space per each three hundred (300) square feet of gross floor area devoted to the professional occupation.

Retail sales shall provide off-street parking at a ratio of one (1) space per 300 square feet gross floor area devoted to commercial use. This requirement shall not apply to convenience type store such as neighborhood grocery or candy stores.

Public and quasi-public uses shall provide off-street parking at a ratio of not less than one (1) space per each six hundred (600) square feet of gross floor area plus one (1) space per each employee assigned to that use.

~~Nursing home shall provide parking at a ratio to be determined by the Planning Board at the time said application is presented.~~

H) Minimum Off-Street Loading

Off-street loading shall conform to Article IV of the Zoning Ordinance of the City of Jersey City.

I) Maximum Sign Areas

Retail sales shall be permitted one (1) sign not to exceed more than fifteen (15) percent of the first story facade to which it is attached.

Professional offices as a home occupation shall be permitted one (1) non-illuminated sign either attached or free standing not to exceed two (2) square feet.

Public quasi-public uses shall be permitted one (1) sign not to exceed twelve square feet either attached or free standing.

J) Deviation Requests

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan. Notice shall be given, pursuant to the requirements of NJSA 40:55D-12, a, & b, for any relief requested under this section.

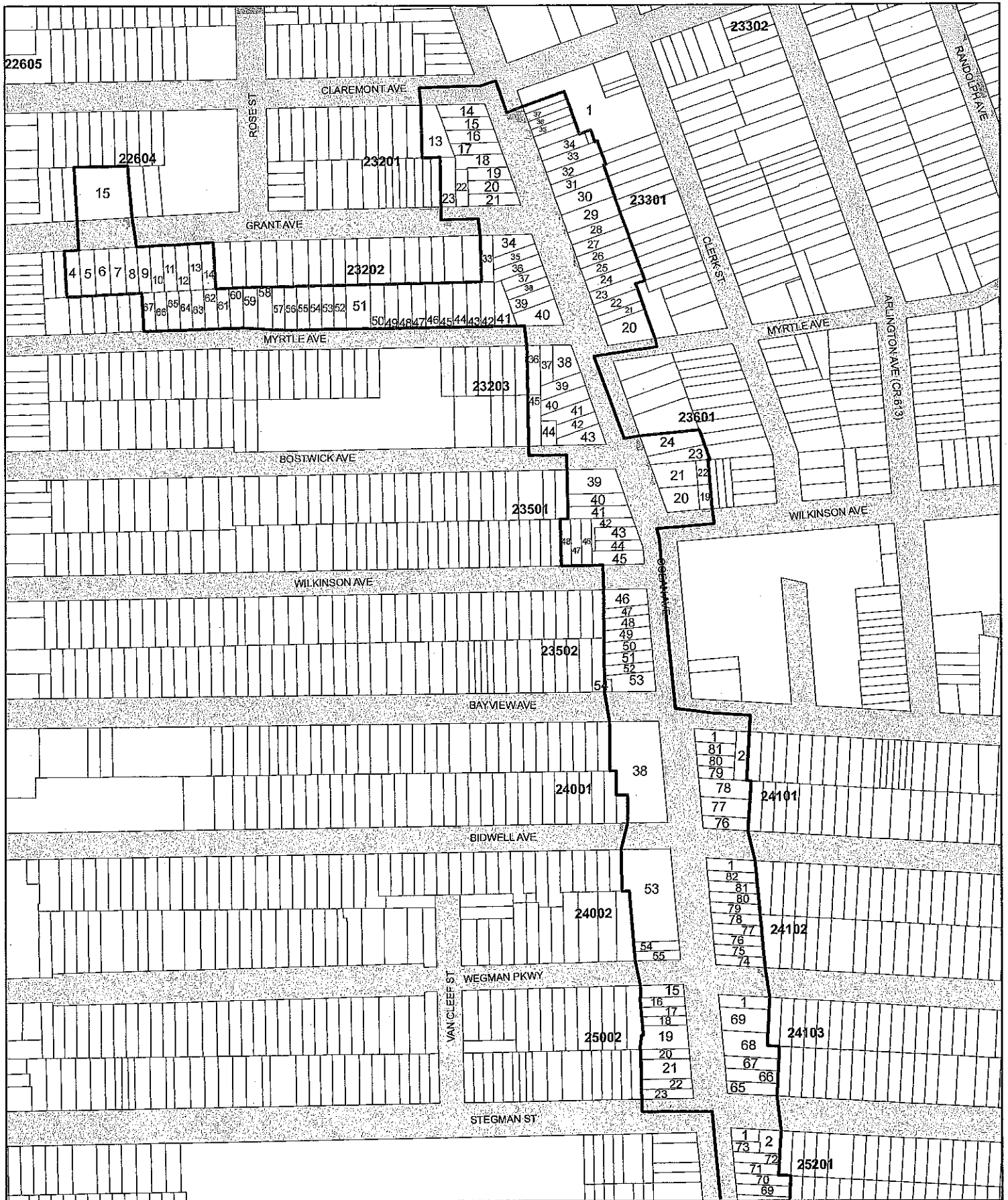
VIII. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

- A) The various elements of this Redevelopment Plan set forth above are in compliance with the requirements of State and Local Law and there are no additional requirements with respect to a Redevelopment Plan which have not been complied with.
- B) The Redevelopment Plan contains all provisions necessary to fulfill statutory requirement of the City of Jersey City.
- C) The Redevelopment Plan proposes to attain realistic local objectives as to appropriate land use, density of population, improved public utilities, traffic circulation recreational and community improvements, other public renovations.
- D) The following text referencing provisions for the temporary relocation and permanent re-housing of persons residing within the Ocean/Bayview Study Area Redevelopment Project is presented to comply with statutory requirements of the State of New Jersey. The City of Jersey City through the services of the Jersey City Redevelopment Agency staff, will provide displaced families and individuals with the opportunity of being relocated into decent, safe, and sanitary housing which is within their financial means. This office will be staffed by qualified personnel who will actively assist the families and individuals being displaced in finding adequate accommodations. All families and individuals being displaced will be interviewed to determine their re-housing requirements.

In addition, a list of privately owned houses and apartments which have been inspected and certified as being safe, decent and sanitary will be maintained by the relocation staff from which individuals will be referred to such dwelling units which are within their financial means.

IX. PROCEDURE FOR AMENDING THE APPROVED PLAN

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law. *A fee of One Thousand dollars \$1,000, plus all costs for copying and transcripts shall be payable by the applicant to the City of Jersey City for any request to amend this Plan.*



OCEAN BAYVIEW REDEVELOPMENT PLAN PARCEL MAP 1 OF 2



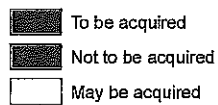
NOVEMBER 17, 2014



OCEAN BAYVIEW REDEVELOPMENT PLAN PARCEL MAP 2 OF 2



NOVEMBER 17, 2014






**Jersey City
City Planning Division**
30 Montgomery Street Suite 1400
Jersey City, NJ 07302 3821
Phone: 201.547.5010
Fax: 201.547.4323



OCEAN BAYVIEW REDEVELOPMENT PLAN LAND USE MAP



500 250 0 500 Feet

-  Residential, Public/Quasi Public
Retail where permitted by the
Planning Board and City
Planning Division
-  Parking
-  Nursing Home Residential

NOVEMBER 17, 2014

City Clerk File No. Ord. 14.175

Agenda No. 3.J 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.175

TITLE:

**ORDINANCE AUTHORIZING THE ACQUISITION OF BLOCK
214, LOTS 3 & 4 AND BLOCK 213, LOTS 1 & 3 FROM 500
MANILA AVE., LLC**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, 500 Manila Ave., LLC, is the owner of certain property known as Block 215, Lot 2; Block 214, Lots 3 & 4; and Block 213, Lots 1 & 3 (formerly known as Block 215, Block A; Block 214, Lot B.99; and Block 213, Lot 1 respectively) and more commonly known by the street address of 500 Manila Avenue, Jersey City [Property]; and

WHEREAS, the Property serves as collateral for a \$6 million mortgage loan from the New Jersey Housing and Mortgage Finance Agency [HMFA], which funds were used to construct 203 units of housing affordable to low and moderate income senior citizens for the project known as Unico Towers; and

WHEREAS, the U.S. Department of Housing and Urban Development [HUD] also holds a security interest in the Property due to certain payments and rental assistance provided to the project; and

WHEREAS, in order to provide funds to enable the project to be completed and to serve certain municipal public purposes, the City agreed to rent a portion of the Property under a 1974 lease, with an option to buy for the sum of \$90,000, which rent has already been paid in full; and

WHEREAS, the City constructed parking, a ball-field and a firehouse on the rented property, which is now designated as Block 214, Lots 3 & 4; and Block 213, Lots 1 & 3, formerly a portion of Block 214, Lot B.99; and Block 213, Lot 1 [City Property]; and

WHEREAS, the City desired to exercise its option to purchase the City Property but could not until the HMFA mortgage and HUD interest in the City Property either expired or were released or discharged; and

WHEREAS, the HMFA and HUD have now approved a discharge of their respective interests as they relate to the City Property, enabling 500 Manila Ave., LLC to convey title to the City free and clear; and

WHEREAS, the City now wishes to exercise its option to buy, and authorize the acquisition of the City Property, subject to the receipt of a clear title report.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The conveyance to the City of Jersey City of certain lands and buildings designated on Jersey City's Official Tax Assessment Map as Block 214, Lots 3 & 4; and Block 213, Lots 1 & 3, formerly known as a portion of Block 214, Lot B.99; and Block 213, Lot 1 respectively, more commonly known by the street address of 500 Manila Avenue, Jersey City, and more particularly described by metes and bounds on Exhibit A attached hereto, is hereby approved.

ORDINANCE AUTHORIZING THE ACQUISITION OF BLOCK 214, LOTS 3 &
4 AND BLOCK 213, LOTS 1 & 3 ABUTTING UNICO TOWERS, FROM 500
MANILA AVE., LLC

2. The Mayor or Business Administrator is directed to accept a deed and to execute any documents that are deemed legally necessary or appropriate by the Corporation Counsel to effectuate the conveyance of the above Property to the City, in accordance with the above terms.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner provided by law.
 - D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

JM/he
12/05/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE ACQUISITION OF BLOCK 214, LOTS 3 & 4 AND BLOCK 213, LOTS 1 & 3 FROM 500 MANILA AVE., LLC

Initiator

Department/Division	Law	Law
Name/Title	Joanne Monahan	Asst. Corporation Counsel
Phone/email	(201) 547-4230	Joanne@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

500 Manila Ave., LLC, is the owner of certain property known as Block 215, Lot 2; Block 214, Lots 3 & 4; and Block 213, Lots 1 & 3, more commonly known by the street address of 500 Manila Avenue, which serves as collateral for a \$6 million mortgage loan from the HMFA. The funds were used to construct 203 units of housing affordable to low and moderate income senior citizens. In order to provide funds to enable the project to be completed, the City agreed to rent a portion of the Property under a 1974 lease, with an option to buy for the sum of \$90,000, which rent has already been paid in full. The City now wishes to exercise its option to buy, and authorize the acquisition of the City Property, subject to the receipt of a clear title report.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Exhibit “A”

CASEY & KELLER, INC.
LAND SURVEYORS - CIVIL ENGINEERS - PLANNERS

258 MAIN STREET, MILLBURN, NEW JERSEY, 07041
973-379-3280 fax: 973-379-7993

Description of property known as Tax Lots 3 & 4, Block 214, and Tax Lots 1 & 3, Block 213 City of Jersey City, Hudson County, New Jersey.

BEGINNING at a point in the northerly corner of the intersection of Sixth Street where the same is intersected by the easterly side of Manila Avenue (formerly Grove Street);

- thence 1) along said side of Manila Avenue N 06 deg. 16 min. 55 sec. E 231.20 feet to a point in the easterly side of Manila Avenue;
- thence 2) along the southerly side of Seventh Street S 83 deg. 50 min. 27 sec. E 185.00 feet along the southerly line of Seventh Street;
- thence 3) still along said line of Seventh Street, S 06 deg. 16 min. 55 sec. W 30.00 feet;
- thence 4) still along said line of Seventh Street S 83 deg. 50 min. 27 sec. E 90.00 feet;
- thence 5) N 06 deg. 13 min. 56 sec. E 260.13 feet to a point in the southerly side of Eighth Street;
- thence 6) along said side of Eighth Street S 83 deg. 48 min. 35 sec. E 123.57 feet to the westerly side of Luis Munoz Marin Boulevard;
- thence 7) along said side line of Luis Munoz Marin Boulevard S 06 deg. 15 min. 15 sec. W 460.66 feet to the northerly side line of Sixth Street;
- thence 8) along said side line of Sixth Street N 83 deg. 55 min. 57 sec. W 399.07 feet to a point or place of BEGINNING.

Michael Lanzafama
Michael Lanzafama, P.E., PLS & PP
NJ Reg. # GB 30084

City Clerk File No. Ord. 14.176

Agenda No. 3.K 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.176

**TITLE: ORDINANCE AUTHORIZING THE IMPOSITION OF A DEED NOTICE
ON PROPERTY OWNED BY THE CITY OF JERSEY CITY KNOWN AS
MARY BENSON PARK ALSO KNOWN AS BLOCK 10901, LOTS 129
AND 130**

WHEREAS, the City of Jersey City ("City") is the owner of Mary Benson Park also known as Block 10901, Lots 129 and 130 ("Property"); and

WHEREAS, on November 26, 2013, the City awarded a construction contract to Z-Tech Contracting, LLC to make improvements to the Property that included the removal, disposal of and replacement of existing site improvements, play structures, footings, rubber safety surfacing, playground base material, and chain link fencing; and

WHEREAS, the City discovered that the Property contained contaminated soil requiring the hiring of a Licensed Site Remediation Professional (LSRP) to oversee and develop a Remedial Action Work Plan to remediate and cap areas of concern; and

WHEREAS, the State of New Jersey Department of Environmental Protection (NJDEP) approved the Remedial Action Work Plan for the Property; and

WHEREAS, the Remedial Action Work Plan required that certain designated areas be excavated, the soil removed, properly disposed of and documented, and that certain designated areas be backfilled and capped; and

WHEREAS, the City completed the Remedial Action Work Plan and because some contaminated soil remains in certain areas of the Property, the City is required to file a Deed Notice for the Property that contains restrictions on the use of the Property and establishes engineering controls for the Property; and

WHEREAS, the City may use the Property for recreational purposes such as a park because the City completed the Remedial Action Work Plan; and

WHEREAS, the NJDEP requires that City execute and record the Deed Notice in the Office of the Hudson County Register.

**ORDINANCE AUTHORIZING THE IMPOSITION OF A DEED NOTICE
ON PROPERTY OWNED BY THE CITY OF JERSEY CITY KNOWN AS
MARY BENSON PARK ALSO KNOWN AS BLOCK 10901, LOTS 129
AND 130**

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City
that:

1) The Mayor or Business Administrator is authorized to execute the Deed Notice
for Mary Benson Park that is attached hereto; and

3) The Mayor or Business Administrator is authorized to execute such other
documents necessary or appropriate to effectuate the purposes of this Ordinance.

RR
12-3-14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE AUTHORIZING THE IMPOSITION OF A DEED NOTICE ON
PROPERTY OWNED BY THE CITY OF JERSEY CITY KNOWN AS MARY
BENSON PARK ALSO KNOWN AS BLOCK 10901, LOTS 129 AND 130**

Initiator

Department/Division	Administration	Architecture, Engineering, and Traffic & Transpt.
Name/Title	Brian Weller	Director
Phone/email	201-547-5900	BWeller@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City is the owner of Mary Benson Park ("Property"). In November 26, 2013, the City awarded a construction contract to Z-Tech Contracting to make improvements to the Property. The City discovered that the Property contained contaminated soil requiring the hiring of a Licensed Site Remediation Professional (LSRP) to oversee and develop a Remedial Action Work Plan to remediate and cap areas of concern. The State Department of Environmental Protection (NJDEP) approved the Remedial Action Work Plan for the Property. The City completed the Remedial Action Work Plan and because some contaminated soil remains in certain areas of the Property, the City is required to file a Deed Notice for the Property that contains restrictions on the use of the Property and establishes engineering controls for the Property. The City may use the Property for recreational purposes such as a park because the City completed the Remedial Action Work Plan.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

DEED NOTICE

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____
[Signature]

Michael Mahnkopf – AMEC Environment & Infrastructure, Inc.
[Print name below signature]

Recorded by: _____
[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the ____ day of ____, ____, by The City of Jersey City, 280 Grove Street, Jersey City, NJ. 07302 (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. The City of Jersey City, 280 Grove Street, Jersey City, NJ. 07302 is the owner in fee simple of certain real property designated as Block(s) 10901 Lot(s) 129, 130, on the tax map of the The City of Jersey City, Hudson County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is 590281; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. Michael Mahnkopf, LSRP License No. 590435 has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26C-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. SOIL CONTAMINATION. The City of Jersey City has remediated contaminated soil at the Property, such that soil contamination remains in certain areas of the Property that contains

contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering control(s) in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

5B. RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Areas:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility without the Department's prior written approval.

5C. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.]

6A. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing

contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection on a form provided by the Department and available at www.nj.gov/srp/forms within thirty (30) calendar days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department, on a form available from the Department at www.nj.gov/srp/forms, within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

6B. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining a soil remedial action permit modification pursuant to N.J.A.C. 7:26C-7. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. Notwithstanding subparagraph 7Aii., above, a soil remedial action permit modification is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(E) Describes, in the next biennial certification the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) to respond to the emergency;

iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and

vi. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides notification to the Department of Environmental Protection within sixty (60) calendar days after completion of the restoration of the engineering control, including: (a) the nature and likely cause of the emergency; (b) the potential discharges of or exposures to contaminants, if any, that may have occurred; (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (d) the measures completed or implemented to restore the engineering control; and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

8. TERMINATION OF DEED NOTICE.

i. This Deed Notice may be terminated only upon filing of a Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the County Clerk of Hudson County, New Jersey, expressly terminating this Deed Notice.

ii. Within thirty (30) calendar days after the filing of a Termination of Deed Notice, the owner of the property shall apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessees and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as wells as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - One map depicting the Restricted Area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and, if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table – a separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map;

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table;
and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibits C-1: Deed Notice as Institutional Control; Exhibits C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size of the Restricted Area as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice;
and

(C) The objective of the restrictions.

ii. Exhibit C-2-A: *Asphalt Cap 1*; Exhibit C-2-A includes a narrative description of *Asphalt Cap 1* as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

iii. Exhibit C-2-B: *Asphalt Cap 2*; Exhibit C-2-B includes a narrative description of *Asphalt Cap 2* as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

iv. Exhibit C-2-C: *Play Equipment Cap*; Exhibit C-2-C includes a narrative description of *Play Equipment Cap* as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

v. Exhibit C-2-D depicts the permanent engineering controls for each restricted area.

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:

The City of Jersey City

By Robert J. Kakoleski

Robert J. Kakoleski / Business Administrator
Department of Administration

[Jersey City Signature]

STATE OF NEW JERSEY SS.:
COUNTY OF HUDSON

I certify that on _____, 20__, Robert J. Kakoleski personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Business Administrator of the Department of Administration for the City of Jersey City, the government entity named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the Business Administrator of the Department of Administration for the City of Jersey City;

(c) this document was signed and delivered by the government entity as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the government entity which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

[Witness Signature]

Brian Weller / Director – Division of Architecture

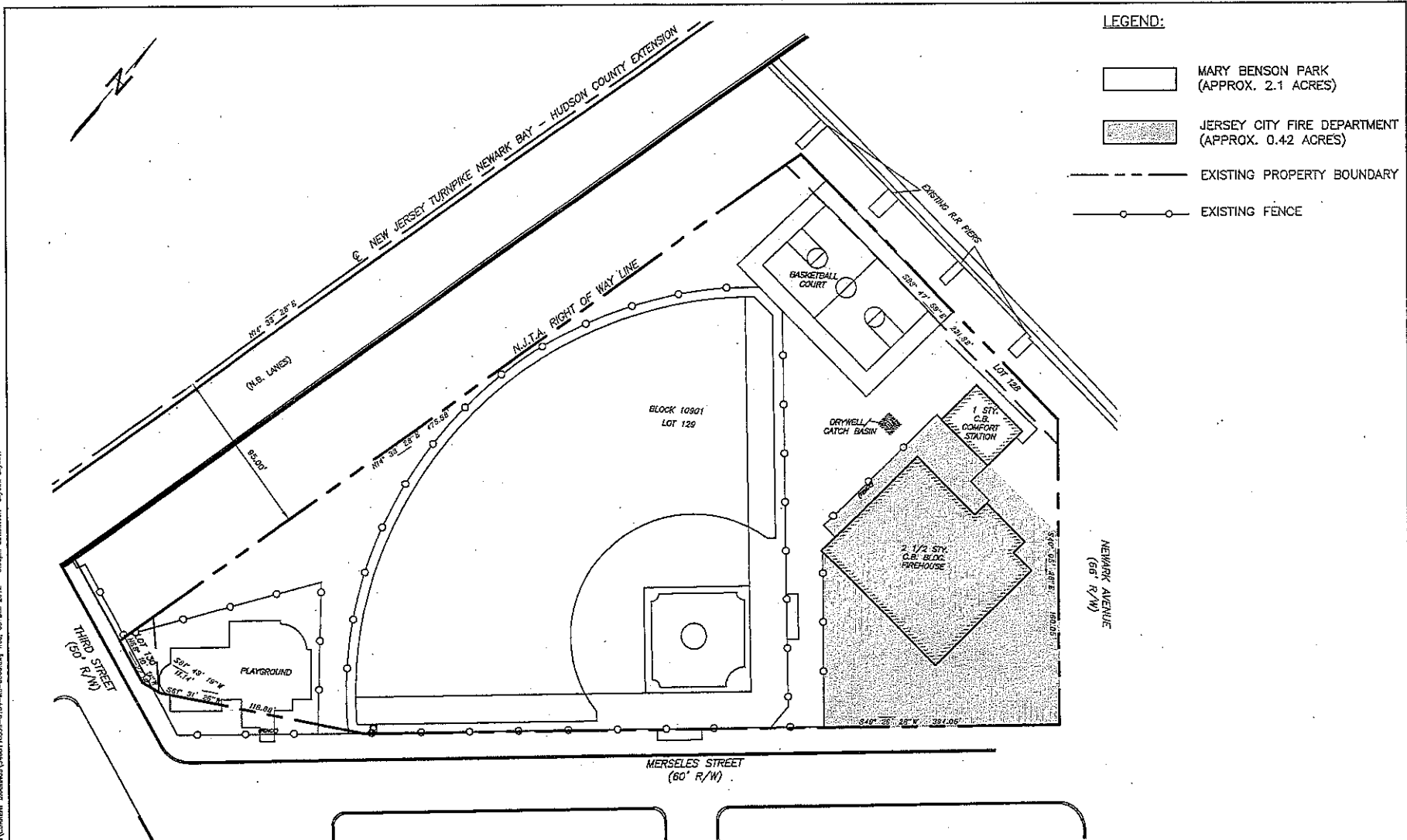
Signed and sworn before me on _____, 20__

_____, Notary Public

[Print name and title]

PROFESSIONAL INFORMATION: THIS DRAWING IS THE PROPERTY OF AMEC ENVIRONMENT & INFRASTRUCTURE, INC. AND IS NOT TO BE LOANED OR REPRODUCED IN ANY WAY WITHOUT THE PERMISSION OF AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

PROJECT: JERSEY CITY BUREAU OF ARCHITECTURE, 200 AMERICAN METRO BLVD, SUITE 113, HAMILTON, NJ 08619. DATE: 12/5/2012. DRAWING NO.: 3480110339-0104-MB-0000. SCALE: 1"=40'. SHEET: 1 OF 1.



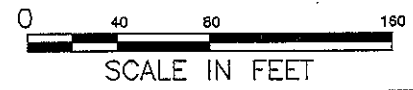
LEGEND:

- MARY BENSON PARK (APPROX. 2.1 ACRES)
- JERSEY CITY FIRE DEPARTMENT (APPROX. 0.42 ACRES)
- EXISTING PROPERTY BOUNDARY
- EXISTING FENCE

SOURCE MAP REFERENCE:

DRAWING TITLED "PROPERTY SURVEY LOTS 16,17 & 18, BLOCK 446" PREPARED BY VEP ASSOCIATES, INC. WEST CALDWELL, NJ/PHILADELPHIA, PA. FOR CITY OF JERSEY CITY BUREAU OF ARCHITECTURE, DATED 1996.

DRAWING TITLED "GRADING PLAN AND SOIL EROSION CONTROL NOTES" PREPARED BY CITY OF JERSEY CITY DEPARTMENT OF ARCHITECTURE, DRAWING NO. A-5 DATED 09/18/96.



REV.	DATE	STATUS	DRAWN BY	CHECKED BY

AMEC PROJ No.: 3480110339
DRAWING:
3480110339-0104-MB-0000

PREPARED/DATE: DL 12/5/2012
CHECKED/DATE: MM 12/5/2012

amec
ENVIRONMENT & INFRASTRUCTURE
200 AMERICAN METRO BLVD, SUITE 113
HAMILTON, NEW JERSEY 08619

EXHIBIT A-2
PROPERTY MAP DEPICTING
METES AND BOUNDS
MARY BENSON PARK
THIRD STREET & MERSELES STREET
JERSEY CITY, NEW JERSEY



DRAWING TITLED "GRADING PLAN AND SOIL EROSION CONTROL NOTES" PREPARED BY CITY OF JERSEY CITY DEPARTMENT OF ARCHITECTURE, DRAWING NO. A-5 DATED 09/18/86.

AMEC PROJ No.: XXX DRAWING: 3480110339-0104-PM-0000	
PREPARED/DATE: DL 12/5/2012	CHECKED/DATE: MM 12/5/2012

PREPARED/DATE: DL 12/5/2012	CHECKED/DATE: MM 12/5/2012
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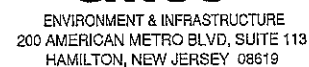
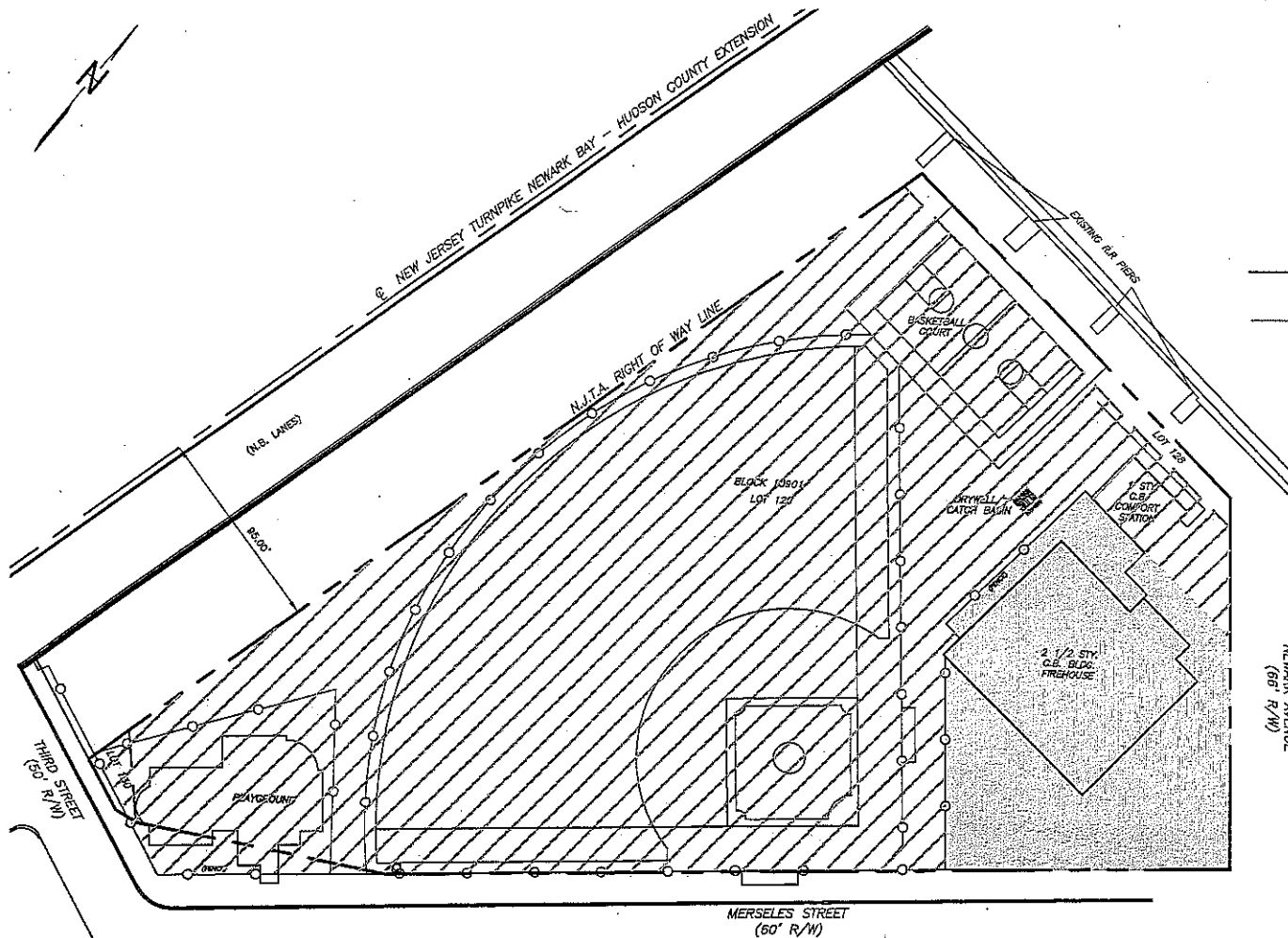


EXHIBIT A-3
PROPERTY MAP
MARY BENSON PARK
THIRD STREET & MERSELES STREET
JERSEY CITY, NEW JERSEY



LEGEND:

- MARY BENSON PARK (APPROX. 2.1 ACRES)
- JERSEY CITY FIRE DEPARTMENT (APPROX. 0.42 ACRES)
- RESTRICTED AREA
- EXISTING PROPERTY BOUNDARY
- EXISTING FENCE

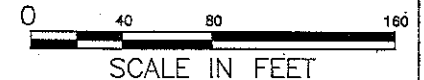
NOTE:

REFER TO EXHIBIT B-2 FOR HISTORIC FILL NARRATIVE.

SOURCE MAP REFERENCE:

DRAWING TITLED "PROPERTY SURVEY LOTS 16, 17 & 18, BLOCK 446" PREPARED BY VEP ASSOCIATES, INC. WEST CALDWELL, NJ/PHILADELPHIA, PA, FOR CITY OF JERSEY CITY BUREAU OF ARCHITECTURE, DATED 1988.

DRAWING TITLED "GRADING PLAN AND SOIL EROSION CONTROL NOTES" PREPARED BY CITY OF JERSEY CITY DEPARTMENT OF ARCHITECTURE, DRAWING NO. A-5 DATED 09/18/85.



REV.	DATE	STATUS	DRIFT BY	CHECK BY

AMEC PROJ No.: 3480110339
DRAWING:
3480110339-0104-RA-0000

PREPARED/DATE: DL 12/5/2012
CHECKED/DATE: MM 12/10/2012

amec

ENVIRONMENT & INFRASTRUCTURE
200 AMERICAN METRO BLVD, SUITE 113
HAMILTON, NEW JERSEY 08619

EXHIBIT B-1
RESTRICTED AREA MAP
MARY BENSON PARK
THIRD STREET & MERSELES STREET
JERSEY CITY, NEW JERSEY

**EXHIBIT B-2
DEED NOTICE
MARY BENSON PARK
NJDEP PI: 590281**

Historic Fill Narrative – Paragraph 12B(ii)(A)

Information obtained during AMEC's investigations indicate that the entire site is covered with fill which consists of miscellaneous soil with debris such as cinders, ash, wood, brick, concrete, metal, and glass. According to historic boring logs and figures, the thickness of the fill material ranges from 10 to 15 feet. Additionally, a review of the Jersey City Quadrangle Historic Fill Map prepared by the NJDEP/New Jersey Geological Survey (NJGS) indicates that the Mary Benson Park is located within mapped regional historic fill.

Pursuant to NJDEP regulations [*N.J.A.C. 7:26E-3.12 (b)(1)*] and guidance (*Historic Fill Material Technical Guidance*), the soil is assumed to be contaminated (due to the regional historic fill) above the NJDEP Residential Direct Soil Remediation Standards (RDCSRS). Therefore, the horizontal extent of the historic fill is considered delineated to the property boundaries and the vertical extent of the historic fill is considered delineated to approximately 16 feet below ground surface based on the boring logs discussed above.

The historic fill material present at the site is likely to contain contaminants, including PAHs and metals, at levels in excess of the Department's applicable remediation standards.

Exhibit C-1: Deed Notice as Institutional Control – Restricted Area
Block 10901, Lots 129 and 130
City of Jersey City, New Jersey

(A) General Description of Deed Notice as Institutional Control

(1) Description and estimated size of the Restricted Area

The Restricted Area encompasses an approximate 2.1 acre area of regional historic fill beginning at the ground surface and extending to a maximum depth of approximately 16 feet below ground surface (bgs). The Restricted Area is depicted within the Restricted Area Map (Exhibit B-1).

The entire site is covered with fill which consists of miscellaneous soil with debris such as cinders, ash, wood, brick, concrete, metal, and glass. The thickness of the fill material ranges from 10 to 15 feet. Additionally, a review of the Jersey City Quadrangle Historic Fill Map prepared by the NJDEP/New Jersey Geological Survey (NJGS) indicates that the Mary Benson Park is located within mapped regional historic fill.

(2) Description of Restrictions

Intrusive activities (i.e., excavation or digging) that breach the engineering controls (as described in Exhibits C-2-A through C-2-D) will only occur on the Property with the appropriate measures. See Deed Notice for additional information; subsections 7A Alterations, Improvements, Disturbances; 7B Emergencies; and 8, Termination of Deed Notice.

(3) Objective of Restrictions

The objective of the institutional control is to ensure that the engineering controls for the Restricted Area (i.e., the engineering controls, Exhibits C-2-A through C-2-D) remain protective of public health and the environment for as long as the contamination exists above a concentration that would allow for unrestricted use, control human exposure to the Restricted Area, establish monitoring and maintenance requirements for the engineering control and provide notification of the Restricted Area to future property owners/operators.

(B) Description of the Monitoring to be Performed

In accordance with N.J.A.C. 7:26C-7.8, the following will be completed for the Restricted Area:

- An inspection of the Restricted Area and applicable engineering controls will be completed at least once every year to confirm that any disturbance of the soil in the restricted area did not result in the unacceptable exposure to soil contamination.
- Land use changes subsequent to the filing of the Deed Notice or the most recent biennial certification (whichever is more recent) will be evaluated in order to confirm that they remain consistent with the restrictions of the Deed Notice.

- Current land use of the property will be evaluated in order to confirm that it remains consistent with the restrictions of the Deed Notice.
- Newly promulgated or modified requirements of applicable regulations or laws will be reviewed in order to evaluate applicability to the Property and restrictions of the Deed Notice.
- New remediation standards, regulations or laws promulgated subsequent to the establishment of the Deed Notice will be reviewed in order to evaluate the protectiveness of the remedial action, including this Deed Notice, to determine whether additional sampling is necessary, and, if so, to conduct any additional sampling that is required.

(C) Description of Items Included in Biennial Certification

Documentation of the monitoring activities performed for the Deed Notice will be submitted to the NJDEP every two years and will include:

- A monitoring report that describes the specific activities conducted, pursuant to the items in (A) and (B), above, in support of the continued protectiveness of the Deed Notice
- Confirmation that land use at the site is consistent with the restrictions in this Deed Notice.
- Certification that the Deed Notice remains protective of public health and safety and the environment.
- A detailed log of how the engineering control has been maintained and evaluated.
- Submission of the NJDEP's Remedial Action Protectiveness Certification Form to document the above monitoring activities.

Exhibit C-2-A
Engineering Control – Asphalt Cap 1
Block 10901, Lots 129 and 130
City of Jersey City, New Jersey

(A) General Description of the Engineering Control

(1) Description of the Engineering Control

The engineering control for Asphalt Cap 1 covers approximately 2,120 square feet and consists of 6 inches of asphalt pavement (barrier) underlain by 6 inches of prepared sub base (buffer) and geotextile fabric (demarcation).

(2) Objective of the Engineering Control

The objective of the engineering control is to prevent direct contact with soils that exceed the NJDEP Soil Remediation Standards.

(3) Intended Function of the Engineering Control

The control is intended to function as a barrier, buffer, and demarcation to underlying soils that exceed the NJDEP Soil Remediation Standards.

(B) Description of the Operation and Maintenance to be Performed

In accordance with N.J.A.C. 7:26C-7.8 and N.J.S.A. 58:10B-13.1a(2)(a), the following will be completed for the engineering control in the Restricted Area:

- An inspection of the engineering control will be completed at least once every year to confirm the integrity, operability, and effectiveness of the engineering control.
- The inspection will confirm that the engineering control continues as designed and intended to protect the public health and safety and the environment.
- Any alteration, excavation or disturbance of the engineering control is timely and appropriately addressed to maintain the integrity of the engineering control. See Deed Notice for additional information; subsections 7A Alterations, Improvements, Disturbances; 7B Emergencies; and 8, Termination of Deed Notice.
- Confirm that the engineering control is being inspected and maintained and its integrity remains such that the remedial action continues to be protective of the public health and safety and of the environment.
- Maintain records of self-inspection dates, the name of the inspector, and results of the inspection and condition(s) of the engineering control.

- Determine whether new standards, regulations, or laws apply to the property which might necessitate additional sampling in order to evaluate the protectiveness of the remedial action, including the Deed Notice for the Restricted Area, and, if required, perform the additional sampling.

(C) Description of the Items Included in Biennial Certification

Documentation of the monitoring activities performed for the engineering control will be submitted to the NJDEP every two years and will include:

- A monitoring report that describes the specific activities conducted, pursuant to the items in (A) and (B), above, in support of the continued protectiveness of the engineering control.
- Certification that the engineering control continues to operate as designed.
- Certification that the engineering control remains protective of public health and safety and the environment.
- A detailed log of how the engineering control has been maintained and evaluated.

Exhibit C-2-B
Proposed Engineering Control – Asphalt Cap 2
Block 10901, Lots 129 and 130
City of Jersey City, New Jersey

(A) General Description of the Engineering Control

(1) Description of the Engineering Control

The engineering control for Asphalt Cap 2 covers approximately 11,650 square feet and consists of 6 inches of asphalt pavement (barrier) underlain by 6 inches of prepared sub base (buffer) and geotextile fabric (demarcation).

(2) Objective of the Engineering Control

The objective of the engineering control is to prevent direct contact with soils that exceed the NJDEP Soil Remediation Standards.

(3) Intended Function of the Engineering Control

The control is intended to function as a barrier, buffer, and demarcation to underlying soils that exceed the NJDEP Soil Remediation Standards.

(B) Description of the Operation and Maintenance to be Performed

In accordance with N.J.A.C. 7:26C-7.8 and N.J.S.A. 58:10B-13.1a(2)(a), the following will be completed for the engineering control in the Restricted Area:

- An inspection of the engineering control will be completed at least once every year to confirm the integrity, operability, and effectiveness of the engineering control.
- The inspection will confirm that the engineering control continues as designed and intended to protect the public health and safety and the environment.
- Any alteration, excavation or disturbance of the engineering control is timely and appropriately addressed to maintain the integrity of the engineering control. See Deed Notice for additional information; subsections 7A Alterations, Improvements, Disturbances; 7B Emergencies; and 8, Termination of Deed Notice.
- Confirm that the engineering control is being inspected and maintained and its integrity remains such that the remedial action continues to be protective of the public health and safety and of the environment.
- Maintain records of self-inspection dates, the name of the inspector, and results of the inspection and condition(s) of the engineering control.

- Determine whether new standards, regulations, or laws apply to the property which might necessitate additional sampling in order to evaluate the protectiveness of the remedial action, including the Deed Notice for the Restricted Area, and, if required, perform the additional sampling.

(C) Description of the Items Included in Biennial Certification

Documentation of the monitoring activities performed for the engineering control will be submitted to the NJDEP every two years and will include:

- A monitoring report that describes the specific activities conducted, pursuant to the items in (A) and (B), above, in support of the continued protectiveness of the engineering control.
- Certification that the engineering control continues to operate as designed.
- Certification that the engineering control remains protective of public health and safety and the environment.
- A detailed log of how the engineering control has been maintained and evaluated.

Exhibit C-2-C
Proposed Engineering Control – Play Equipment Cap
Block 10901, Lots 129 and 130
City of Jersey City, New Jersey

(A) General Description of the Engineering Control

(1) Description of the Engineering Control

The engineering control for Play Equipment Cap covers approximately 2,700 square feet and consists of 3 inches of safety surface tiles and 6 inches of reinforced concrete (barrier) underlain by 6 inches of prepared sub base and geotextile fabric (demarcation).

(2) Objective of the Engineering Control

The objective of the engineering control is to prevent direct contact with soils that exceed the NJDEP Soil Remediation Standards.

(3) Intended Function of the Engineering Control

The control is intended to function as a barrier, buffer, and demarcation to underlying soils that exceed the NJDEP Soil Remediation Standards.

(B) Description of the Operation and Maintenance to be Performed

In accordance with N.J.A.C. 7:26C-7.8 and N.J.S.A. 58:10B-13.1a(2)(a), the following will be completed for the engineering control in the Restricted Area:

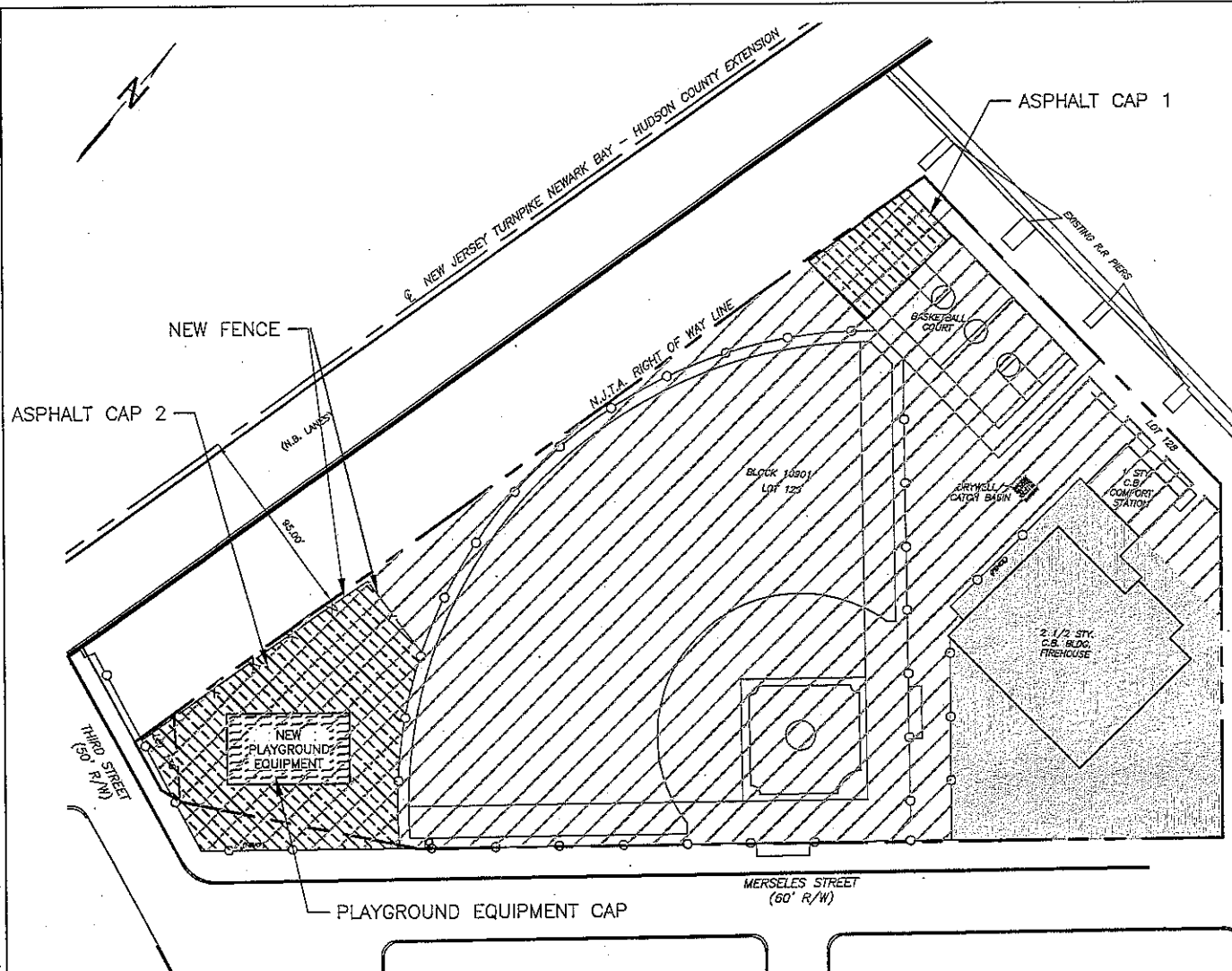
- An inspection of the engineering control will be completed at least once every year to confirm the integrity, operability, and effectiveness of the engineering control.
- The inspection will confirm that the engineering control continues as designed and intended to protect the public health and safety and the environment.
- Any alteration, excavation or disturbance of the engineering control is timely and appropriately addressed to maintain the integrity of the engineering control. See Deed Notice for additional information; subsections 7A Alterations, Improvements, Disturbances; 7B Emergencies; and 8, Termination of Deed Notice.
- Confirm that the engineering control is being inspected and maintained and its integrity remains such that the remedial action continues to be protective of the public health and safety and of the environment.
- Maintain records of self-inspection dates, the name of the inspector, and results of the inspection and condition(s) of the engineering control.

- Determine whether new standards, regulations, or laws apply to the property which might necessitate additional sampling in order to evaluate the protectiveness of the remedial action, including the Deed Notice for the Restricted Area, and, if required, perform the additional sampling.

(C) Description of the Items Included in Biennial Certification

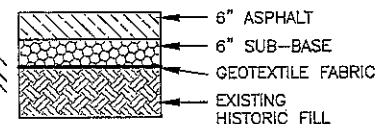
Documentation of the monitoring activities performed for the engineering control will be submitted to the NJDEP every two years and will include:

- A monitoring report that describes the specific activities conducted, pursuant to the items in (A) and (B), above, in support of the continued protectiveness of the engineering control.
- Certification that the engineering control continues to operate as designed.
- Certification that the engineering control remains protective of public health and safety and the environment.
- A detailed log of how the engineering control has been maintained and evaluated.

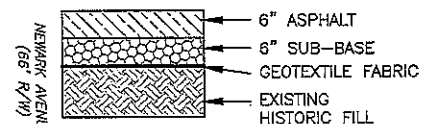


LEGEND:

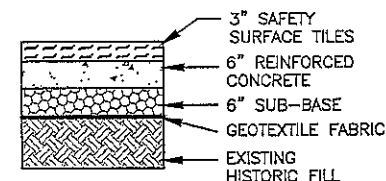
- MARY BENSON PARK (APPROX. 2.1 ACRES)
- JERSEY CITY FIRE DEPARTMENT (APPROX. 0.42 ACRES)
- RESTRICTED AREA
- ASPHALT CAP
- PLAYGROUND EQUIPMENT CAP
- EXISTING PROPERTY BOUNDARY
- EXISTING FENCE
- NEW FENCE



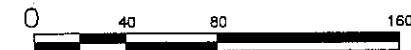
ASPHALT CAP 1



ASPHALT CAP 2



PLAYGROUND EQUIPMENT CAP



SCALE IN FEET

SOURCE MAP REFERENCE:

DRAWING TITLED "PROPERTY SURVEY LOTS 16, 17 & 18, BLOCK 446" PREPARED BY VEP ASSOCIATES, INC. WEST CALDWELL, NJ/PHILADELPHIA, PA. FOR CITY OF JERSEY CITY BUREAU OF ARCHITECTURE, DATED 1986.

DRAWING TITLED "GRADING PLAN AND SOIL EROSION CONTROL NOTES" PREPARED BY CITY OF JERSEY CITY DEPARTMENT OF ARCHITECTURE, DRAWING NO. A-5 DATED 09/18/86.

REV.	DATE	DESCRIPTION	STATUS	DL	MM	BY	CHKD	BY
A	02/28/13	ADDED REINFORCED CONCRETE TO PLAYGROUND CAP DETAIL						

AMEC PROJ No.: 3480110339
DRAWING:
3480110339-0104-EC-0000

PREPARED/DATE: DL 12/10/2012
CHECKED/DATE: MM 1/2/2013

amec

ENVIRONMENT & INFRASTRUCTURE
200 AMERICAN METRO BLVD, SUITE 113
HAMILTON, NEW JERSEY 08618

EXHIBIT C-2-D
ENGINEERING CONTROLS
MARY BENSON PARK
THIRD STREET & MERSELES STREET
JERSEY CITY, NEW JERSEY

City Clerk File No. Ord. 14.177

Agenda No. 3.L 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.177

TITLE: ORDINANCE RESCINDING ORDINANCE 14-151 AND TERMINATING THE FIVE (5) YEAR TAX AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND 129 BRUNSWICK AVENUE LLC FOR THE PROPERTY DESIGNATED AS BLOCK 11009, LOT 10, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 129 BRUNSWICK STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, on or about on or about September 12, 2014, the Entity filed an application for a five (5) year tax exemption to construct a new multiple dwelling use Project, a copy of which application is attached hereto; and

WHEREAS, the Entity planned to construct a new multiple dwelling four (4) story residential rental building consisting of seven (7) residential units on the Property; and

WHEREAS, by adoption of Ordinance 14-151 on November 25, 2014, the City of Jersey City [City] approved the five (5) year tax exemption; and

WHEREAS, since the adoption of Ordinance 14-151, the City conclusively determined that the Entity commenced construction prior to receiving final approval from the Municipal Council and execution of the Tax Agreement, contrary to the requirements of the Five Year Tax Exemption law, Jersey City Code Section 304-13, as amended by Ordinance 14-027; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The tax exemption approved by Ordinance 14-151 is rescinded and the Tax Agreement granting the five-year tax exemption is terminated.
2. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
3. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
4. This Ordinance shall take effect at the time and in the manner provided by the law.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

DJ/he.
12/10/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ordinance rescinding ordinance 14-151 and terminating the five(5) year tax agreement between the city of jersey city and 129 Brunswick Avenue llc for the property designated as block 11009 lot 10 on the city's tax map and more commonly known by the street address of 129 Brunswick Street.

Initiator

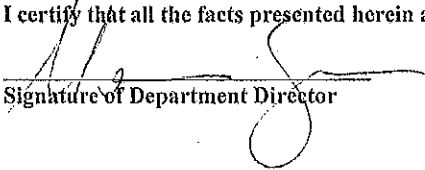
Department/Division	administration	tax collection
Name/Title	maureen cosgrove	tax collector
Phone/email	201-547-5120	maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

rescinding ordinance 14-151 and terminating the five(5) year tax agreement

I certify that all the facts presented herein are accurate.


Signature of Department Director

12-10-14
Date

City Clerk File No. Ord. 14.178

Agenda No. 3.M 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.178

**TITLE: AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO
EXTEND ITS SUBLEASE WITH MOISHE'S SELF STORAGE, LLC, FOR
STORAGE SPACE AT 10 SENATE PLACE, JERSEY CITY, FOR FIVE
ADDITIONAL MONTHS, RETROACTIVE TO NOVEMBER 1, 2014**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City (City), Office of Emergency Management (OEM) needed storage space for emergency shelter equipment and other emergency supplies; and

WHEREAS, by the adoption of Ordinance 13-067 on June 19, 2013, authorized a one year Sublease with Moishe's Self Storage, LLC (Moishe's), the primary tenant of warehouse space at 10 Senate Place, Jersey City, for 14,000 sq. ft. of storage space on the upper (SP 50) floor of the warehouse to the City for an annual rent of \$98,004 or \$8,167 monthly and for term effective as of November 1, 2012 and ending on October 31, 2013; and

WHEREAS, by the adoption of Ordinance 14-011 on January 29, 2014, the Sublease was extended for up to a year, on a month to month basis, to October 31, 2014; and

WHEREAS, the City continues to occupy the space because it needs storage space for emergency shelter equipment and other emergency supplies used by the OEM and therefore must ratify and extend its Sublease with Moishe's for five (5) additional months; and

WHEREAS, Moishe's, the primary tenant of 10 Senate Place, has agreed to extend the Sublease for up to five (5) additional months, provided the City agrees to an increased rent; and

WHEREAS, the Sublease term shall be extended on a month to month basis for up to five (5) months, retroactive to November 1, 2014, and terminating on March 31, 2015 for a monthly rent of \$17,500 or \$87,500 in total rent; and

WHEREAS, the City will also be required to pay an additional security deposit of \$9,333 (for a total of one month's rent or \$17,500), to be retained during the Sublease term; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance lease property; and

WHEREAS, funds in the amount of \$96,833 are available in Account No. 02-213-40-372-314.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to ratify and execute a second extension of its Sublease with Moishe's Self Storage, LLC for 14,000 sq. ft. of warehouse space on the upper (SP 50) floor of a warehouse building at 10 Senate Place, Jersey City.
2. The term of the extension shall be for up to five (5) months on a month to month basis, retroactive to November 1, 2014, and terminate March 31, 2015.

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXTEND ITS SUBLEASE WITH MOISHE'S SELF STORAGE, LLC, FOR STORAGE SPACE AT 10 SENATE PLACE, JERSEY CITY, FOR FIVE ADDITIONAL MONTHS, RETROACTIVE TO NOVEMBER 1, 2014

3. The total rent shall not exceed \$96,833 and shall be payable in up to five (5) equal monthly installments of \$17,500.
4. The City must also pay an additional security deposit of \$9,333 to cover the increased security deposit (from \$8,167 to \$17,500).
5. Funds in the amount of \$96,833 are available in FFY-13 UASI Grant Account No. 02-213-40-372-314.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the manner as prescribed by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

I, _____, (Donna Mauer), Chief Financial Officer, certify that funds in the amount of \$96,833 are available in Account No. 02-213-40-372-314.

NOTE: All new material is underlined; words in ~~[brackets]~~ are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

JM/he
12/09/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SUBLEASE AS LESSEE WITH MOISHES SELF STORAGE, LLC FOR STORAGE SPACE AT 10 SENATE PLACE, JERSEY CITY FOR A LEASE TERM OF FIVE MONTHS EFFECTIVE AS OF NOVEMBER 1, 2014

Project Manager

Department/Division	Oem/Homeland Security	<division>
Name/Title	W. Greg Kierce/Director	Director
Phone/email	201 547-5681	wkierce@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This proposed Ordinance will extend the lease with Moishes Storage for 14,000 square foot of storage space located at 10 Senate Place, Jersey City, NJ for the period of November 1, 2014 thru March 31, 2015 to provide storage for the Office of Emergency Management Homeland Security related equipment

Cost (Identify all sources and amounts)

The total cost associated with this proposed lease is \$96,833 payable thru FFY-2013 UASI Funds Account # 02-213-40-372-314

Contract term (include all proposed renewals)

This proposed ordinance covers the lease period commencing November 1, 2014 thru March 31, 2015

Type of award

N/A

If "Other Exception", enter type

N/A

Additional Information

N/A

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/2/14
Date

Signature of Director of Purchasing

Date

City Clerk File No. Ord. 14.179

Agenda No. 3.N 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.179

TITLE:

**ORDINANCE AUTHORIZING THE EXECUTION OF A
DEVELOPER'S AGREEMENT AND DEED OF EASEMENT WITH
JOURNAL SQUARE I URBAN RENEWAL, LLC AND JOURNAL
SQUARED ("J") CONDOMINIUM ASSOCIATION, INC.
AFFECTING A PORTION OF MAGNOLIA AVENUE**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Magnolia Avenue is public right-of-way in the City of Jersey City ("City");
and

WHEREAS, Journal Square I Urban Renewal LLC ("Developer") obtained preliminary
and final major site plan approval from the City's Planning Board for the construction of
mixed used project ("Project") on real property known as Block 9501, Lot 2.01 on the Tax
Map ("Property"); and

WHEREAS, the Property is adjacent to westerly end of Magnolia Avenue; and

WHEREAS, as a condition of the site plan approval for the Project, the Developer is
obligated to make certain improvements to the portion of Magnolia Avenue that is west of
Summit Avenue ("Plaza"); and

WHEREAS, the Project as constructed will be operated under a regime of condominium
ownership; and

WHEREAS, the condominium association is Journal Squared ("J") Condominium
Association, Inc. ("Condominium Association"); and

WHEREAS, as a condition of the site plan approval, the Developer and the Condominium
Association are required to enter into an agreement with the City which requires that they,
and any future owners of the Project, supplement the maintenance services program
performed by the City and other governmental agencies within the Plaza; and

WHEREAS, the Condominium Association will perform the maintenance services
described in the Developer's Agreement and Deed of Easement attached hereto; and

WHEREAS, the City agrees to grant the Developer and the Condominium Association an
easement for the purpose constructing and maintaining the Plaza improvements; and

WHEREAS, the City, the Developer, and the Condominium Association are authorized to
execute the Developer's Agreement and Deed of Easement pursuant N.J.S.A. 40A:12-5,
N.J.S.A. 40:67-1, and N.J.S.A. 40A:12A-1 et seq.;

**ORDINANCE AUTHORIZING THE EXECUTION OF A
DEVELOPER'S AGREEMENT AND DEED OF EASEMENT WITH
JOURNAL SQUARE I URBAN RENEWAL, LLC AND JOURNAL
SQUARED ("J") CONDOMINIUM ASSOCIATION, INC.
AFFECTING A PORTION OF MAGNOLIA AVENUE**

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- 1) the above recitals are incorporated herein by reference;
 - 2) subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Developer's Agreement and Deed of Easement attached hereto affecting the Plaza; and
 - 3) the purpose of the easement granted to the Developer and Condominium Association is to create a non-exclusive easement affecting the Plaza for the purpose of constructing and maintaining the Plaza improvements.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by
bold face and repealed matter by *italic*.

RR
12-9-14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT AND DEED OF EASEMENT WITH JOURNAL SQUARE I URBAN RENEWAL, LLC AND JOURNAL SQUARED ("J2") CONDOMINIUM ASSOCIATION, INC. AFFECTING A PORTION OF MAGNOLIA AVENUE

Initiator

Department/Division	HEDC/Law	Planning/Law
Name/Title	Jeffery Wenger/Raymond Reddington	Principal Planner/Asst. Corp. Counsel
Phone/email	547-5453/547-5063	JWenger@jcnj.org/RaymondR@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Magnolia Avenue is public right-of-way in the City. Journal Square I Urban Renewal LLC ("Developer") obtained preliminary and final major site plan approval from the City's Planning Board for the construction of mixed used project ("Project") on real property located adjacent to the westerly end of Magnolia Ave. As a condition of the site plan approval for the Project, the Developer is obligated to make certain improvements to the portion of Magnolia Avenue that is west of Summit Avenue ("Plaza"). The Project as constructed will be operated under a regime of condominium ownership. As a condition of the site plan approval, the Developer and the Condominium Association are required to enter into the Developer's Agreement and Deed of Easement with the City which requires that they, and any future owners of the Project, supplement the maintenance services program performed by the City and other governmental agencies within the Plaza.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Record and Return to:
City of Jersey City
City Hall
280 Grove Street
Jersey City, NJ 07302
Attn: Joanne Monahan, Esq.

Prepared by:

**DEVELOPER'S AGREEMENT
AND DEED OF EASEMENT**

This Agreement made as of this _____ day of _____, 2014, by and amongst Journal Square I Urban Renewal LLC, a New Jersey limited liability company (the "Developer"), Journal Squared ("J²") Condominium Association, Inc., a New Jersey nonprofit corporation (the "Condominium Association") and the City of Jersey City (the "City"),

WHEREAS, Magnolia Avenue is a public right-of-way owned by the City, and this Agreement pertains to that portion of Magnolia Avenue described on Exhibit "A" (the "Plaza"); and

WHEREAS, the Developer, through its affiliate, Journal Square Associates LLC, obtained preliminary and final major site plan approval numbered P12-085.2 from the Planning Board of the City (the "Site Plan Approval") for the construction of a mixed use project as more particularly described in the subject Resolution and any amendments thereto (the "Project"); and

WHEREAS, the governmental approvals for the Project contemplate that the Project as constructed will be operated under a regime of Condominium Ownership and that, certain responsibilities relative to the Project once developed and constructed will be vested in the Condominium Association;

WHEREAS, as a condition of the Site Plan Approval, the Developer is obligated to make certain improvements to the Plaza ("Plaza Improvements") and to enter into an agreement requiring the Developer to be responsible for assuring and making provision to supplement the maintenance services program performed by the City and other governmental agencies within the Plaza, and to provide mutual easements in connection therewith; and

WHEREAS, Developer, through its affiliate, Journal Square Associates LLC, has caused or is about to cause the aforesaid regime of condominium ownership of which the Project is a part to be established by the recordation of a Master Deed for Journal Squared ("J²") Condominium (the "Master Deed") in the office of the Hudson County Register of Deeds;

WHEREAS, the Master Deed, in accordance with the New Jersey Condominium Act, N.J.S.A. 46: 8A-1 et seq., establishes the Condominium Association as the entity responsible for the administration of the condominium regime created by the recordation of the Master Deed and further expressly obligates the Condominium Association as a matter of an affirmative deed restriction and covenant to be responsible for performing the Supplemental Services as hereinafter discussed and expressly recognizes and acknowledges the Condominium

Association's affirmative obligation to do so as set forth hereinafter in this Developer's Agreement and Deed of Easement;

WHEREAS, the Developer is the owner of a Master Unit within Journal Squared ("J²") Condominium and, as such, a Member of the Condominium Association;

WHEREAS the parties hereto desire to enter into this Agreement for the purpose of memorializing the responsibilities of each relative to the Plaza;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. The City grants to the Developer an access easement to the Plaza to make the Plaza Improvements.

2. The City grants to the Condominium Association an access easement to the Plaza for the following limited purposes and the Condominium Association hereby agrees, once the Developer completes the Plaza Improvements, to perform, or cause to be performed, the following limited services in the Plaza in addition to those of the City and other agencies:

(a) Removing trash from the Plaza, including planters, twice a day, once in the AM and once in the PM, or more as reasonably needed;

(b) Emptying trash receptacles at the Plaza twice a day, once in the AM and once in the PM, or more as reasonably needed;

(c) Maintaining and replacing all planted material located within the Plaza initially installed by Developer pursuant to the Site Plan Approval in accordance with the landscaping maintenance checklist attached hereto and incorporated herein by reference;

(d) Providing, maintaining, repairing and replacing the initial set of the following items: stationary furniture, planters, bollards, bicycle racks, and two trash disposal receptacles, after the type and style of same has been approved by the Planning Board staff in consultation with the City risk manager.

(e) Periodically removing postings throughout the Plaza;

(f) Maintaining, repairing and replacing as needed all paving as described in the site plan approval;

(g) Providing pest control, as reasonably needed;

(h) Promptly notifying the applicable utility company when any lights in the Plaza are not operating;

(i) Washing the Plaza by hose, if practical, twice weekly, weather permitting, or at the Developer's sole discretion causing the Plaza to be cleaned by other means once a week. In addition, the Developer shall inspect the Plaza daily for spills and gum deposits, and spot

clean same. In addition, on a quarterly basis, Developer shall cause the Plaza to be cleaned using high pressure hot water cleaning.

Paragraphs (a) through (i) are hereinafter collectively referred to as the "Supplemental Services."

All Supplemental Services will be performed by the Condominium Association between 8 a.m. and 10 p.m. seven days a week. All Supplemental Services will be performed by the Condominium Association only on the street level surface of the Plaza. All Supplemental Services will be performed at the sole cost and expense of the Condominium Association. The cost of the initial set of stationary furniture, planters, bollards, bicycle racks, and two trash disposal receptacles shall be paid for by the Developer.

3. The obligations of the Condominium Association and the City, one to the other, hereunder shall commence upon the date the Project receives its first certificate of occupancy or on the date the Plaza Improvements have been completed, whichever is earlier and shall continue so long as the Project exists.

4. A. The City shall indemnify, defend and hold harmless the Developer and/or the Condominium Association, as applicable, and their respective employees, officers, members and agents from and against all claims, damage, injuries, losses, suits, actions, judgments, costs and expenses of any kind whatsoever sustained by third parties, including reasonable attorneys' fees unless such claims, damages, losses, suits, actions, judgments, costs and expenses or injuries are attributable to the negligent or willful acts or omissions of the Developer or the Condominium Association, as applicable, their respective agents or subcontractors, in the performance of their respective obligations under this Agreement.

B. The Condominium Association, as applicable, shall indemnify, defend and hold harmless the City, its employers, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of any kind whatsoever sustained by employees, agents, or subcontractors of the Condominium Association, as applicable, in the performance of the Supplemental Services so long as such claim, damage, or injury is not attributable to the negligent or willful acts or omissions of the City in connection with its ownership of the Plaza.

C. The Condominium Association and any subcontractors retained by it to undertake and perform its responsibilities hereunder shall maintain, at its sole cost and expense, standard, basic, comprehensive commercial general liability insurance, worker's compensation insurance, and employer's liability insurance to protect against loss in connection with the Condominium Association's obligation to provide Supplement Services pursuant to this Agreement.

5. The easements, rights, obligations and covenants created herein and the rights reserved and given hereunder shall run with the land and shall apply to the parties hereto and their successors in interest and in title until the expiration of this Agreement in accordance with paragraph 3.

6. The Condominium Association stipulates and hereby agrees that the City may treat the Condominium Association as the owner of the Plaza for the sole purpose of levying or

issuing a fine, a summons or citation to the Condominium Association in the event the Condominium Association fails to perform the Supplemental Services. This stipulation has been agreed to by the Condominium Association for the sole purpose of providing the City with a remedy in the event that the Developer fails to perform the Supplemental Services. This stipulation shall not impose any other obligations, burdens, or presumptions of ownership of any kind whatsoever on the Developer.

7. In the event the City determines that the Condominium Association has failed to perform the Supplemental Services, the City shall give the Condominium Association thirty (30) days (seven (7) days with respect to the requirements of paragraphs 2(a) and 2(b)) written notice to cure such failure. If after thirty (30) days (seven (7) days with respect to the requirements of paragraph 2(a) and 2(b)), the Condominium Association is not in compliance with this Agreement, the City shall have the right to pursue its remedies set forth in paragraph 6. After the first occurrence, wherein the Condominium Association has failed to cure within thirty (30) days including with respect to the requirements of paragraphs 2(a) and 2(b), the Condominium Association shall provide a \$100,000 maintenance bond in a form acceptable to the City Attorney. This bond shall be used, at the discretion of the City, if the Condominium Association fails to perform the Supplemental Services. In the event the City determines that the Condominium Association has failed to perform the Supplemental Services, it shall give the Condominium Association thirty (30) days written notice to cure such failure before making use of the bond. If after thirty (30) days the Condominium Association is not in compliance with this Agreement, the City may make use of the bond in addition to its remedies set forth in paragraph 6 hereinabove. As the bond is depleted, it must be replenished to the original amount.

8. Notices:

All notices, consents, and other communications hereunder shall be given in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

(a) To the Developer at:

c/o Jeffrey Persky
520 US Highway 22 East, PO Box 6872
Bridgewater, New Jersey 08807

With copy to:

David B. Kahan, Esq.
David B. Kahan, P.C.
520 US Highway 22 East, PO Box 6872
Bridgewater, New Jersey 08807

(b) To the Condominium Association at:

c/o Jeffrey Persky
520 US Highway 22 East, PO Box 6872
Bridgewater, New Jersey 08807

With copy to:
David B. Kahan, Esq.
David B. Kahan, P.C.
520 US Highway 22 East, PO Box 6872
Bridgewater, New Jersey 08807

(c) To the City at:

Any party may, by notice given hereunder, designate further or different addresses or telephone numbers to which subsequent notices, consents and communications should be made or delivered.

9. Nothing herein is intended to release the Condominium Association from complying with municipal trash removal and refuse disposal codes applicable to the sidewalk immediately adjacent to the Project.

10. Certain improvements constructed by the Developer will be on property owned by the Port Authority. The City, the Developer and the Condominium Association agree that is shall not be the Developer's or the Condominium Association's responsibility or obligation under this Agreement to maintain those portions of the Plaza Improvements that are constructed on the Port Authority's Property. The City and the Developer agree that the access rights granted hereunder and the improvements to be constructed by Developer hereunder shall not interfere with any rights granted to the Port Authority with regard to access or use of the Plaza by the City under any other easement or agreement.

Signatures on the following page

IN WITNESS WHEREOF, the Developer, the Condominium Association and the City have caused this Agreement to be executed and attested, all as of the date first above written.

JOURNAL SQUARE I URBAN
RENEWAL LLC, a New Jersey
limited liability company

By: Journal Square Associates LLC,
its sole Member

By: Journal Square Corp., President

By: _____
Murray Kushner, President

JOURNAL SQUARED ("J²")
CONDOMINIUM ASSOCIATION, INC.,
a New Jersey nonprofit corporation

By: _____
, President

WITNESS:

CITY OF JERSEY CITY

STATE OF NEW JERSEY)
) SS.
COUNTY OF HUDSON)

I CERTIFY that on _____, 2014, _____,
personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

- (a) is named in and personally signed this Agreement; and
- (b) signed, sealed and delivered this Agreement as his or her act or deed;
- (c) is the Business Administrator of the City of Jersey City, a party hereto

[illegible]

I CERTIFY that on _____, 2014, _____,
personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

- (a) is named in and personally signed this Agreement; and
- (b) signed, sealed and delivered this Agreement as his or her act or deed;
- (c) is the _____ of _____, the Manager of

STATE OF NEW JERSEY)
)
) SS:
COUNTY OF SOMERSET)

I CERTIFY that on _____, 2014, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) was the maker of the attached instrument;

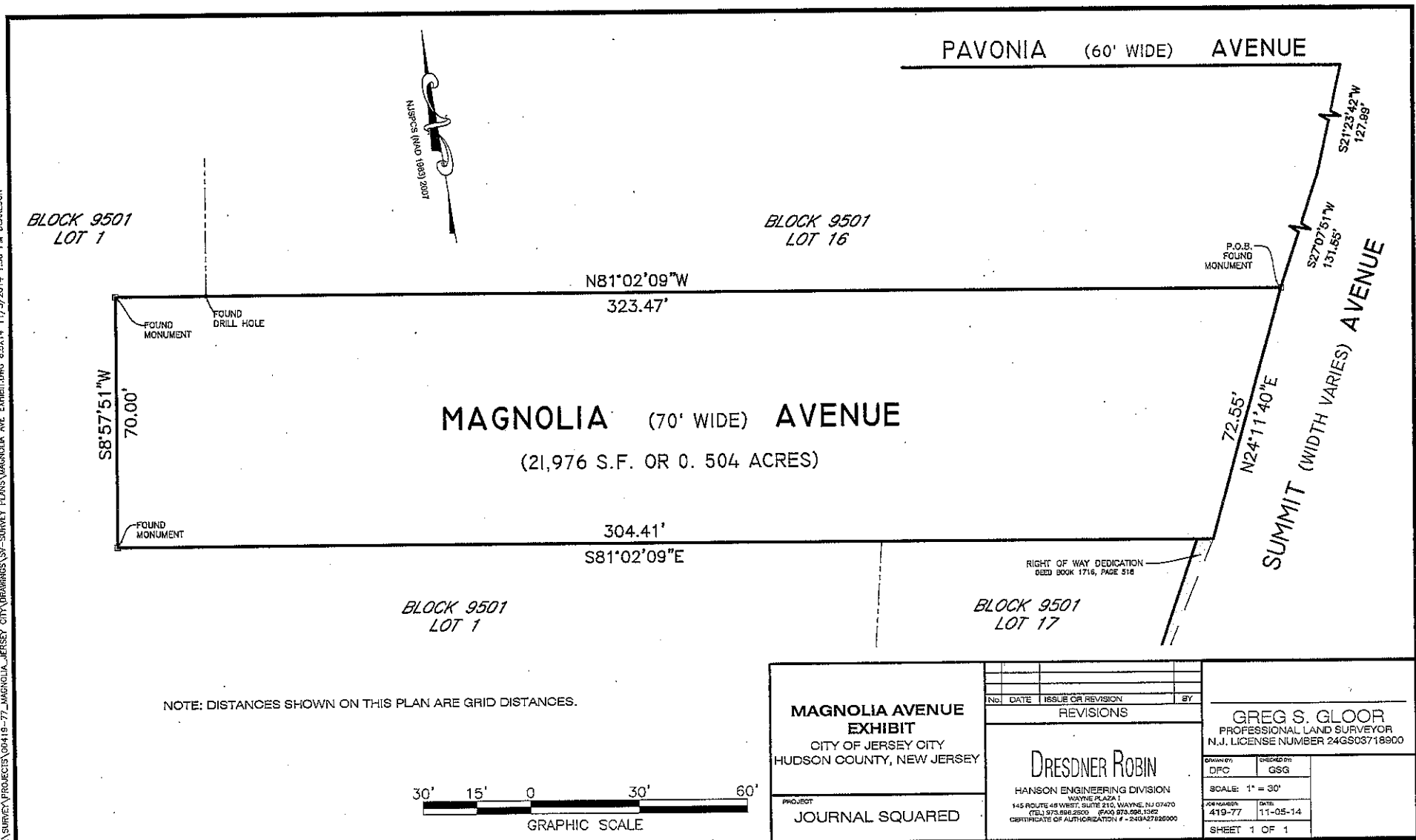
- (b) was authorized to and did execute this instrument as President of Journal Squared ("J²") Condominium Association, Inc, named in this instrument; and,
 - (c) executed this instrument as the act of the entity named in this instrument.
-

LANDSCAPE MAINTENANCE CHECKLIST

1. All vegetation will be maintained in living condition and all damaged or non-living planted material will be removed and replaced;
2. Shrubs shall be pruned as required during the growing season. Remove branches that are dead, broken, extending beyond the face of curbs or sidewalks. Formal hedges shall be pruned as required to maintain a uniform height and width.
3. Prune any shrubs overhanging curbs or sidewalks.
4. Once a year, prune all trees to encourage a high-branching structure. Remove all non-structural branches between the ground and a point half the tree's total height (for very tall trees don't remove branches higher than 20' [6 m] above the ground). Remove any broken or fallen branches from trees. Remove sucker growth from tree trunks.
5. Prune any tree branches that interfere with public safety.
6. Remove any weeds larger than 2 inches (5 cm) high or wide
7. Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
8. In the spring and fall apply fertilizer to all landscape areas. The fertilization of shrub areas may be deleted when the plants reach maturity or completely fill the planters, without space between them.
9. If necessary, periodic watering of planted materials.

EXHIBIT A

S:\SURVEY\PROJECTS\00419-77\MAGNOLIA_JERSEY CITY\DRAWINGS\37-SURVEY PLANS\MAGNOLIA AVE EXHIBIT.DWG 8.5X11 11/4/2014 1:50 PM DORLSON



DUE TO INHERENT ERRORS IN REPRODUCTION METHODS, ERRORS MAY OCCUR WHEN SCALING THIS DRAWING

JOB No. 419-77

November 05, 2014

Job No. 419-77



DEED DESCRIPTION

Magnolia Avenue
City of Jersey City
Hudson County, New Jersey

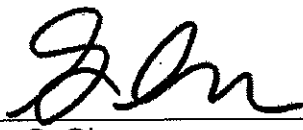
BEGINNING at the intersection of the northerly line of Magnolia Avenue (70 feet wide) and the westerly line of Summit Avenue (width varies), said point being distant the following two (2) courses from the intersection of the southerly line of Pavonia Avenue (60 feet wide) and the westerly line of Summit Avenue (width varies):

- a) Along the westerly line of Summit Avenue, South 21 degrees 23 minutes 42 seconds West, 127.99 feet to a point; thence
 - b) Still along the same, South 27 degrees 07 minutes 51 seconds West, 131.55 feet to the intersection of the northerly line of Magnolia Avenue and the point of beginning and running; thence
1. North 81 degrees 02 minutes 09 seconds West, 323.47 feet along the northerly line of Magnolia Avenue (70 feet wide) to a point; thence
 2. South 08 degrees 57 minutes 51 seconds West, 70.00 feet along the westerly terminus of Magnolia Avenue to a point; thence
 3. South 81 degrees 02 minutes 09 seconds East, 304.41 feet along the southerly line of Magnolia Avenue (70 feet wide) to a point; thence
 4. North 24 degrees 11 minutes 40 seconds East, 72.55 feet to the point or place of BEGINNING.

Containing 21,976 square feet or 0.504 acres more or less

Distances in this description are grid distances.

This description was prepared in accordance with a map entitled "Magnolia Avenue Exhibit, City of Jersey City, Hudson County, New Jersey" dated November 05, 2014 prepared by Dresdner Robin, Hanson Engineering Division, Job No. 419-77.



Greg S. Gloor
Professional Land Surveyor
New Jersey License No. 37189

Jersey City

Corporate Office

1 Evertrust Plaza, Suite 901
P.O. Box 38
Jersey City, NJ 07303-0038
PHONE: 201-217-9200
FAX: 201-217-9607

Asbury Park Office

603 Mattison Avenue
Asbury Park, NJ 07712
PHONE: 732-988-7020
FAX: 732-988-7032

Pennsauken Office

Perks Ruetter Division

Fairway Corporate Center
4300 Haddonfield Road, Suite 115
Pennsauken, NJ 08109
PHONE: 856-488-6200
FAX: 856-488-4302

Wayne Office

Hanson Engineering Division

Wayne Plaza I
145 Route 46 West, Suite 210
Wayne, NJ 07470
PHONE: 973-696-2600
FAX: 973-696-1362

www.dresdnerrobin.com

City Clerk File No. Ord. 14.180

Agenda No. 3.0 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.180

TITLE: ORDINANCE AUTHORIZING THE EXECUTION OF AN EMERGENCY ACCESS EASEMENT AGREEMENT WITH JOURNAL SQUARE ASSOCIATES, LLC ("JSA") AND THE PORT AUTHORITY TRANS-HUDSON CORPORATION ("PATH") PERMITTING EMERGENCY VEHICLES OF THE CITY OF JERSEY CITY TO TRAVEL ACROSS PROPERTY OWNED BY JSA AND PATH

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, Journal Square Associates, LLC ("JSA") is the owner of real property located in Jersey City, County of Hudson, and State of New Jersey, designated as Block 9501, Lot 2.01 on the Jersey City Tax Map that is located near the westerly end of Magnolia Avenue; and

WHEREAS, the Port Authority Trans-Hudson Corporation ("PATH") is the owner of real property located in Jersey City, County of Hudson, and State of New Jersey, designated as Block 9501, Lot 1 on the Jersey City Tax Map that is located near the westerly end of Magnolia Avenue; and

WHEREAS, PATH operates a rail transit system that provides mass transit services between Newark, New Jersey and New York, New York, which includes the station platform at Journal Square ("Journal Square Transportation Center"); and

WHEREAS, there presently exists a public street known as Magnolia Avenue which is adjacent to and dead-ends at the Journal Square Transportation Center; and

WHEREAS, JSA intends to develop a real estate project on its property, which project is adjacent to the Journal Square Transportation Center, consisting of up to three (3) buildings and related improvements, and, also, on property owned by PATH and the City, JSA intends to develop a pedestrian plaza ("Plaza") on and along Magnolia Avenue up to the entrance of the Journal Square Transportation Center; and

WHEREAS, in connection with the construction of the Plaza, the City of Jersey City ("City"), in order for emergency vehicles to achieve a safe passage along the Plaza to access the Journal Square Transportation Center, requires that PATH and JSA grant easements to the City along their respective portions of the Plaza for the ingress and egress of emergency vehicles to and from the Journal Square Transportation Center; and

WHEREAS, the City is authorized to accept easements pursuant to N.J.S.A. 40A:12-5.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Emergency Access Easement Agreement, in substantially the form of the attached, with the Port Authority Trans-Hudson Corporation ("PATH") and Journal Square Associates, LLC ("JSA") which grants the City of Jersey City ("City") a non-exclusive right to access on, over, across and through portions of PATH's and JSA's properties solely for ingress, egress, and access to provide fire and police, ambulance and rescue services and other lawful governmental or private emergency services from Summit Avenue to the Journal Square Transportation Center; and

ORDINANCE AUTHORIZING THE EXECUTION OF AN EMERGENCY ACCESS
EASEMENT AGREEMENT WITH JOURNAL SQUARE ASSOCIATES, LLC ("JSA")
AND THE PORT AUTHORITY TRANS-HUDSON CORPORATION ("PATH")
PERMITTING EMERGENCY VEHICLES OF THE CITY OF JERSEY CITY TO TRAVEL
ACROSS PROPERTY OWNED BY JSA AND PATH

2. Subject to such modifications a may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute such other documents necessary or appropriate to effectuate the purposes of this ordinance.
- A. All Ordinances and parts of Ordinances inconsistent herewith, are hereby repealed.
- B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by
bold face and repealed matter by *italic*.

RR:he
12-8-14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE EXECUTION OF AN EMERGENCY ACCESS EASEMENT AGREEMENT WITH JOURNAL SQUARE ASSOCIATES, LLC ("JSA") AND THE PORT AUTHORITY TRANS-HUDSON CORPORATION ("PATH") PERMITTING EMERGENCY VEHICLES OF THE CITY OF JERSEY CITY TO TRAVEL ACROSS PROPERTY OWNED BY JSA AND PATH NEAR THE WESTERLY END OF MAGNOLIA AVENUE

Initiator

Department/Division	HEDC/Law	Planning
Name/Title	Jeffrey Wenger	Principal Planner
Phone/email	(201) 547-5453	jwenger@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Journal Square Associates ("JSA") intends to develop a real estate project on its property, which project is adjacent to the Journal Square Transportation Center. As part of the project, on property owned by JSA and Port Authority Trans-Hudson Corp. (PATH), JSA intends to develop a pedestrian plaza ("Plaza") on and along Magnolia Avenue up to the entrance of the Journal Square Transportation Center. The City requires that PATH and JSA grant easements along their respective portions of the Plaza for the ingress and egress of emergency vehicles to and from the Journal Square Transportation Center.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

EMERGENCY ACCESS EASEMENT AGREEMENT

This Emergency Access Easement Agreement ("Easement Agreement") is made as of the 24th day of November, 2014 by and among the PORT AUTHORITY TRANS-HUDSON CORPORATION, a wholly owned subsidiary of The Port Authority Of New York And New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America (the "Port Authority"), having an office at 225 Park Avenue South, New York, New York 10003 ("PATH"), whose designated office is c/o The Port Authority of New York and New Jersey at 225 Park Avenue South, New York, New York 10003, JOURNAL SQUARE ASSOCIATES LLC, a New Jersey limited liability company, having an office at 520 US Highway 22, P.O. Box 6872, Bridgewater, New Jersey 08807 ("KRE" and, when taken together with PATH, the "Grantors"), and the CITY OF JERSEY CITY, a public body corporate and politic existing under the laws of the State of New Jersey, having an office at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the "Grantee").

RECITALS

WHEREAS, KRE is the owner of certain real property located in Jersey City, County of Hudson, and State of New Jersey, designated as Block 9501, Lot 2.01 on the Tax Map of Jersey City, and as more particularly described in Schedule A attached hereto and made a part hereof ("Parcel A");

WHEREAS, Parcel A is to be comprised of a condominium known as Journal Squared (J²) Condominium, formed by Master Deed to be recorded in the land records of the County of Hudson, which condominium is to be composed of three (3) units, each owned by a separate urban renewal entity (each a "URE"), together with certain common elements, and which units may from time to time be sold and within such units additional condominiums may be created;

WHEREAS, PATH is the owner of certain real property located in Jersey City, County of Hudson, and State of New Jersey, designated as Block 9501, Lot 1 on the Tax Map of Jersey City ("Parcel B");

WHEREAS, PATH operates a rail transit system that provides mass transit services between Newark, New Jersey and New York, New York, which includes the station platform in Jersey City, in the County of Hudson, in the State of New Jersey, that is located on Parcel B (the "JSTC");

WHEREAS, adjacent to and dead-ending at the JSTC, there presently exists a public street known as Magnolia Avenue;

WHEREAS, through the UREs, KRE intends to develop a certain real estate development project on Parcel A, which project is adjacent to the JSTC, consisting of up to three (3) buildings and related improvements, and, also, on property owned by

PATH and Grantee, a pedestrian plaza (the "Plaza") on and along Magnolia Avenue up to the entrance of the JSTC; and

WHEREAS, in connection with the construction of the Plaza, the Grantee, in order for emergency vehicles to achieve a safe passage along the Plaza to access the JSTC, has required that the Grantors grant easements along their respective portions of the Plaza for the ingress and egress of emergency vehicles, such that emergency vehicles have access to the JSTC.

TERMS OF AGREEMENT

The parties hereto, for themselves and their successors and assigns, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantors, have covenanted and agreed, and by these presents do covenant and agree, as follows:

1. Grant of Easements.

(a) PATH, for itself, and its successors and assigns, for the benefit and use of Grantee in its governmental capacity and any emergency service agency does hereby grant, establish, create and declare a non-exclusive right to access on, over, across and through the portion of Parcel B along the Plaza more particularly described on Schedule B attached hereto and hereby made a part hereof solely for ingress, egress, and access to provide fire and police, ambulance and rescue services and other lawful governmental or private emergency services between Summit Avenue and the JSTC (the "PATH Emergency Easement").

(b) KRE, for itself, and its successors and assigns, for the benefit and use of Grantee in its governmental capacity and any emergency service agency does hereby grant, establish, create and declare a non-exclusive right to access on, over, across and through the portion of Parcel A along the Plaza more particularly described on Schedule C attached hereto and hereby made a part hereof solely for ingress, egress, and access to provide fire and police, ambulance and rescue services and other lawful governmental or private emergency services from Summit Avenue and the JSTC (the "KRE Emergency Easement," and, when taken together with the PATH Emergency Easement, the "Easement Area").

(c) The Grantors and their respective successors and/or assigns shall have the right to fully use and enjoy the said premises in any way which does not physically obstruct the Easement Area except on a temporary basis as needed to perform emergency services and except as may be necessary for the purposes herein granted to the Grantee.

(d) The rights granted by Grantors pursuant to this Easement Agreement shall be subject to the following:

(i) restrictions, covenants, easements, reservations, encumbrances, rights-of-way, and any other rights appearing of record; and

(ii) such state of facts as an accurate survey and personal inspection of the Easement Area may reveal.

(e) The general public shall not be or be deemed to be a third party beneficiary of the easements granted herein, and no public gift or dedication shall be or be deemed to have been made or granted pursuant to this Easement Agreement.

2. **Term.** This Easement Agreement shall be perpetual, and shall encumber and run with the land.

3. **Notices.**

(a) Unless otherwise advised in writing by any successor and/or assign of the Grantors and/or the Grantee, all notices, requests or other communications which may be or are required to be given, served or sent by either party hereto to the other shall be deemed to have been properly given, if in writing and addressed, in each case, as set forth in this section below, and shall be deemed to have been delivered, (i) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the United States Postal Office and sent by registered or certified mail, postage paid, return receipt requested, (ii) one (1) business day after having been deposited for overnight delivery by a nationally recognized courier service which obtains delivery receipts (e.g., Federal Express or UPS), or (iii) as otherwise mutually agreed to by the parties.

If to PATH, prior to December 31, 2014:

Port Authority Trans-Hudson Corporation
c/o The Port Authority of New York and New Jersey
225 Park Avenue South, 19th Floor
New York, New York 10003
Attention: Chief, Real Estate & Development

With copies to:

Port Authority Trans-Hudson Corporation
c/o The Port Authority of New York and New Jersey
225 Park Avenue South, 15th Floor
New York, New York 10003
Attention: General Counsel

Port Authority Trans-Hudson Corporation
c/o The Port Authority of New York and New Jersey
1 PATH Plaza
Jersey City, New Jersey 07036
Attention: PATH Journal Square Station Program Manager

Port Authority Trans-Hudson Corporation
c/o The Port Authority of New York and New Jersey
1 PATH Plaza
Jersey City, New Jersey 07036
Attention: Director and General Manager of PATH

Saiber LLC
18 Columbia Turnpike, Suite 200
Florham Park, New Jersey 07932
Attention: Nino A. Coviello, Esq.
E-mail: ncoviello@saiber.com
Telephone No. 973-622-3333

If to PATH after December 31, 2014

Port Authority Trans-Hudson Corporation
c/o The Port Authority of New York and New Jersey
150 Greenwich Street, 15th Floor
New York, N.Y. 10006
Attention: Chief, Real Estate & Development

With copies to:

Port Authority Trans-Hudson Corporation
c/o The Port Authority of New York and New Jersey
150 Greenwich Street, 23rd Floor
New York, N.Y. 10006
Attention: General Counsel

Port Authority Trans-Hudson Corporation
c/o The Port Authority of New York and New Jersey
1 PATH Plaza
Jersey City, New Jersey 07036
Attention: PATH Journal Square Station Program Manager

Port Authority Trans-Hudson Corporation
c/o The Port Authority of New York and New Jersey
1 PATH Plaza
Jersey City, New Jersey 07036
Attention: Director and General Manager of PATH

Saiber LLC
18 Columbia Turnpike, Suite 200
Florham Park, New Jersey 07932
Attention: Nino A. Coviello, Esq.
E-mail: ncoviello@saiber.com
Telephone No. 973-622-3333

If to KRE: Journal Square Associates LLC
520 US Highway 22
P.O. Box 6872
Bridgewater, New Jersey 08807
Attention: David B. Kahan and Jeffrey Persky
Email: dbk@thekregroup.com and jp@thekregroup.com
Telephone No. 908-725-8100

Journal Square Associates LLC
520 US Highway 22
P.O. Box 6872
Bridgewater, New Jersey 08807
Attention: Joe Punia
Email: joep@thekregroup.com
Telephone No. 908-407-8137

With a copy to: Charles B. Liebling, Esq.
Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, New Jersey 08901
Email: cliebling@windelsmarx.com
Telephone No. 732-448-2526

If to Grantee: City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

With a copy to: Corporation Counsel
City Hall
280 Grove Street
Jersey City, New Jersey 07302

(b) Any party may, by notice to the other parties given as hereinabove provided, designate a new address to which, or different attorneys or persons and their addresses to whom, notices shall thereafter be mailed or delivered.

4. Defenses of PATH/Port Authority. In any action or hearing defended by Grantee or KRE, Grantee or KRE shall not, without obtaining a letter expressing advance consent from the General Counsel of PATH and/or the Port Authority, as applicable, raise any defense involving in any way the immunity of PATH or the Port Authority, or their respective Commissioners, Directors, officers, agents or employees, the governmental nature of PATH and/or the Port Authority, the provisions of any statutes respecting suits against PATH and/or the Port Authority, or the jurisdiction of the tribunal of the person of PATH and/or the Port Authority.

5. Grantee's and Grantors' Covenants Binding Upon Their Respective Successors and Assigns. The covenants and agreements of Grantors and Grantee under this Easement Agreement shall run with the land and be binding upon such of their successors and assigns as have any rights hereunder and shall inure to the benefit of such of the successors and assigns of Grantors as have any interest in Parcel A or Parcel B, as applicable; provided, however, that those UREs and condominium associations responsible for Parcel A shall remain jointly and severally liable for KRE's obligations under this Easement Agreement.

6. No Personal Liability. Neither the Commissioners, Directors, principals, partners, members, officers, employees or representatives of the Grantee, Grantors and/or the Port Authority, as applicable, shall be charged personally with any liability or held personally liable under any provision of this Easement Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach of any provision of this Easement Agreement or otherwise.

7. No Joint Venture, Partnership or Agency. Nothing in this Easement Agreement shall be construed to make the parties hereto partners, joint venturers or agents of the other party, or render any of such parties liable for the debts or obligations of the other.

8. Further Assurances. Grantors, as the owners of Parcel A and Parcel B, shall at all times take such action as may reasonably be deemed necessary to effectuate the terms and provisions contemplated herein.

9. Authorization. Each of Grantors and Grantee represents that it has the power and authority to execute and deliver this Easement Agreement, which is binding on such party.

10. Miscellaneous Provisions.

a. In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

b. This Easement Agreement constitutes the entire understanding of the parties and there are no other agreements, express or implied, regarding the easements being granted. Any oral representations, undertakings or agreements regarding the easements being granted herein are expressly merged herein.

c. No waiver, modification or amendment of any of the provisions of this Easement Agreement shall be binding unless it is in writing and signed by duly authorized representatives of Grantors and Grantee or their respective successors and assigns.

d. This Easement Agreement may be signed in counterparts, any one of which shall be deemed to be an original but all of which taken together shall constitute but one agreement.

e. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of law principles.

f. The parties have participated jointly in the negotiation and drafting of this Easement Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Easement Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Easement Agreement. The deletion of language from this Easement Agreement prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse or opposite of the deleted language.

g. The waiver of a breach of any provision of this Easement Agreement by any party shall not operate or be construed as a waiver of or breach of any other provision of this Easement Agreement or consent to any subsequent breach.

h. All aforementioned "Whereas Clauses" set forth above are incorporated and made a part hereof and shall have the full force and effect, as if each were fully set forth herein.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO EMERGENCY ACCESS EASEMENT AGREEMENT

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals or have caused their corporate seals to be hereunto affixed and these presents to be signed and attested by their proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

PORT AUTHORITY TRANS-HUDSON CORPORATION

By: [Signature]
Name: KAREN E. EASTMAN
Title: Assistant Secretary

By: [Signature]
Name: Patrick J. Foye
Title: President

PATH Use Only			
Approval Terms:	as	to	Approval as to Form:
JDA	11/20/14		AKK

WITNESS:

JOURNAL SQUARE ASSOCIATES LLC

By: [Signature]
Name: David B. Kahan
Title: ASSISTANT SECRETARY

By: [Signature]
Murray Kushner, President

ATTEST:

CITY OF JERSEY CITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ACKNOWLEDGEMENT PAGE TO EMERGENCY ACCESS EASEMENT
AGREEMENT**

FOR THE PORT AUTHORITY TRANS-HUDSON CORPORATION

STATE OF New York)
)ss.
COUNTY OF New York)

On the 24th day of November, in the year 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Patrick J. Foye, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as President for the **PORT AUTHORITY TRANS-HUDSON CORPORATION**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ARNOLD D. KOLIKOFF
Notary Public, State of New York
No. 021,048,34667
Qualified in Kings County
Commission Expires on June 30, 20 15

Arnold D. Kolikoff
Notary Public

FOR JOURNAL SQUARE ASSOCIATES LLC

STATE OF NEW JERSEY)
)ss.
COUNTY OF Somerset)

On the 6th day of November, in the year 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Murray Kushner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of S/K Journal Square Corp., Manager for **JOURNAL SQUARE ASSOCIATES LLC**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Linda A. McKay
Notary Public

LINDA A MCKAY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 15, 2017

**ACKNOWLEDGEMENT PAGE TO EMERGENCY ACCESS EASEMENT
AGREEMENT**

FOR CITY OF JERSEY CITY

STATE OF)
)ss.
COUNTY OF)

On the _____ day of _____, in the year 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as _____ for **CITY OF JERSEY CITY**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**SCHEDULE A
TO
EMERGENCY ACCESS EASEMENT
AGREEMENT**

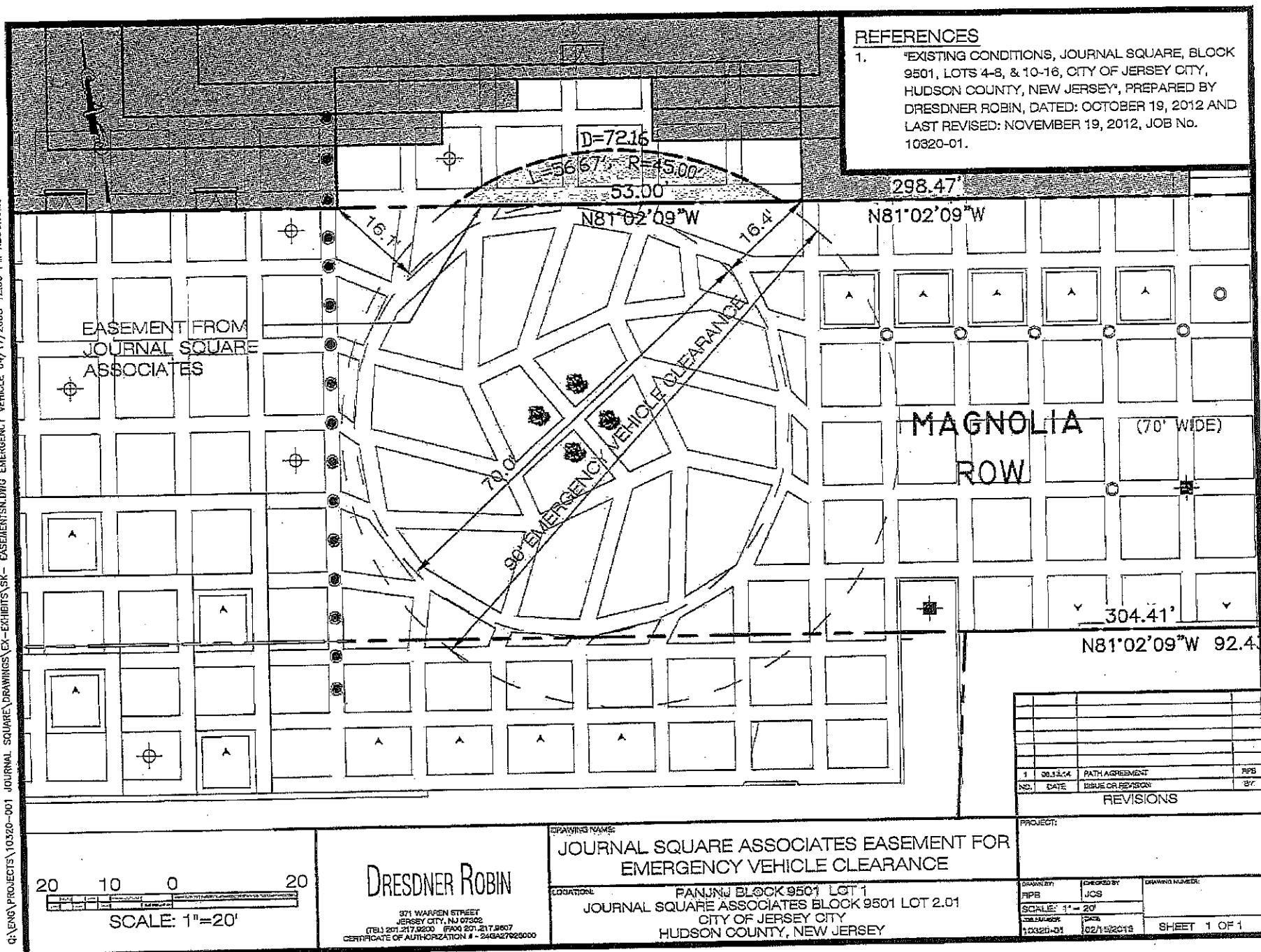
PARCEL A DESCRIPTION

**DEED DESCRIPTION
BLOCK 9501, LOT 2.01
SITUATED IN THE
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY**

Beginning at a found concrete monument in a monument box at the southeasterly corner of Block 9501, Lot 16, said monument being at the intersection of the westerly sideline of Summit Avenue, width varies, and the northerly sideline of Magnolia Avenue, 70 foot wide per tax map, and running; thence

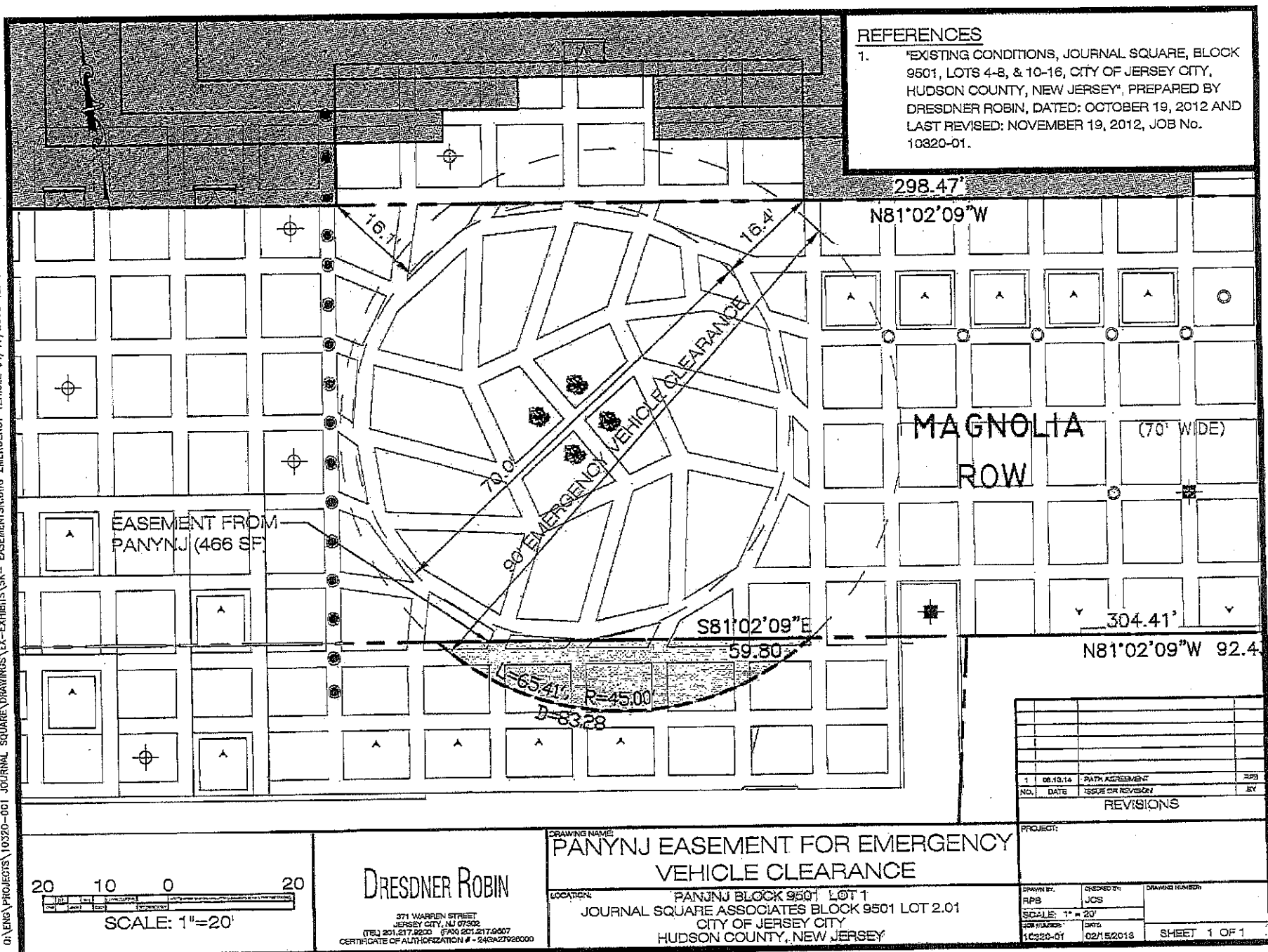
1. N 81° 02' 09" W 298.47 feet along the northerly sideline of Magnolia Avenue, 70 foot wide per tax map, to a drill hole found, said drill hole being distant on a course of S 81° 02' 09" E 25.00 feet from a concrete monument found at the westerly terminus of the northerly sideline of Magnolia Avenue; thence
2. N 08° 56' 51" E 124.99 feet along the easterly sideline of Block 9501, Lot 1, lands now or formerly of Port Authority of N.Y. & N.J. to a point; thence
3. N 81° 02' 09" W 104.99 feet along the northerly sideline of Block 9501, Lot 1, lands now or formerly of Port Authority of N.Y. & N.J. to a point; thence
4. N 08° 56' 51" E 124.99 feet along the easterly sideline of Block 9501, Lot 2, lands now or formerly of McLaughlin Realty Properties, Inc. to a point on the southerly sideline of Pavonia Avenue, 60 foot wide per tax map; thence
5. S 81° 02' 09" E passing over a drill hole found at 104.99 feet, an iron pin found at 204.98 feet a total distance of 472.10 feet along the southerly sideline of Pavonia Avenue, 60 foot wide per tax map, to its intersection with the westerly sideline of Summit Avenue, width varies; thence
6. S 21° 23' 42" W 127.99 feet along the westerly sideline of Summit Avenue, width varies, to a drill hole found at an angle point in Summit Avenue; thence
7. S 27° 07' 51" W 131.55 feet still along the westerly sideline of Summit Avenue, width varies, to the point and place of beginning.

Q:\ENVS\PROJECTS\10320-001 JOURNAL SQUARE\DRAWINGS\EX-HIBITS\SK- EASEMENTS\DWG EMERGENCY VEHICLE 04/17/2008 12:00 PM RBL\NO10.DWG



SCHEDULE B
TO
EMERGENCY ACCESS EASEMENT
AGREEMENT
PATH EMERGENCY EASEMENT

DUE TO INHERENT ERRORS IN REPRODUCTION METHODS, ERRORS MAY OCCUR WHEN SCALING THIS DRAWING



SCHEDULE C
TO
EMERGENCY ACCESS EASEMENT
AGREEMENT
KRE EMERGENCY EASEMENT

EMERGENCY ACCESS EASEMENT AGREEMENT Dated: _____, 2014

BETWEEN:

Port Authority Trans-Hudson Corporation

and

Journal Square Associates LLC,

Grantors,

TO:

City of Jersey City,

Grantee

RECORD AND RETURN

Nino A. Coviello, Esq.
Saiber LLC
18 Columbia Turnpike
Suite 200
Florham Park, New Jersey
07932

City Clerk File No. Ord. 14.181

Agenda No. 3.P 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.181

TITLE: ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT TO BE CONSTRUCTED BY 234 SUYDAM AVENUE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., LOCATED AT 218-240 SUYDAM AVENUE IN JERSEY CITY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, 234 Suydam Avenue Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity is the owner of certain property known as Block 20303, Lots 1, 2, 3, 4 & 5, on the City's Official Tax map, consisting of approximately .747 acres, and more commonly known by the street address of 218-240 Suydam Avenue, and more specifically described by metes and bounds, in the application (Property); and

WHEREAS, the Property is located within the Morris Canal Redevelopment Plan Area, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

WHEREAS, by an application dated October 31, 2014, the Entity applied for a 20 year long term tax exemption to construct a market rate residential rental project to consist of a five (5) story building with approximately eighty-three (83) market rate residential rental units and of the five stories, one (1) story is an on-site parking garage unit to contain approximately thirty-seven (37) parking spaces (Project); and

WHEREAS, the Project received site plan approval from the Planning Board on September 9, 2014; and

WHEREAS, 234 Suydam Avenue Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of the Annual Gross Revenue, which sum is initially estimated to be \$176,022; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 1% of each prior year's Annual Service Charge as an Administrative Fee initially estimated at \$1,760; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an additional amount equal to 5% of the Annual Service Charge estimated to be \$8,801; and
5. pay the sum of \$132,992 to the City's Affordable Housing Trust Fund;
6. execute a Project Employment & Contracting Agreement; and

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$14,258, whereas, the Annual Service Charge as estimated, will initially generate revenue of approximately \$176,022 to the City and an additional sum of approximately \$8,801 to Hudson County;

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT TO BE CONSTRUCTED BY 234 SUYDAM AVENUE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 et seq., LOCATED AT 218-240 SUYDAM AVENUE IN JERSEY CITY

2. the Project will create approximately 90 jobs during construction and 6 new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Morris Canal Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

WHEREAS, 234 Suydam Avenue Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- A. The application of 234 Suydam Avenue Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, Block 20303, Lots 1, 2, 3, 4 & 5, more commonly known by the street address of 218-240 Suydam Avenue, more specifically described by metes and bounds in the application, is hereby approved.
- B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:
 1. Term: the earlier of 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
 2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$176,022 upon Project Completion, whether or not the Project is occupied; or
 - (b) 10% of the Annual Gross Revenue, which initial sum is estimated to be \$176,022, and which shall be subject to statutory increases during the term of the tax exemption.
 3. Administrative Fee: 1% of the prior year's Annual Service Charge estimated to be \$1,760;
 4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County estimated to be \$8,801;
 5. Project: A residential rental project, which will consist of a five (5) story building with approximately eighty-three (83) market rate residential rental units and of the five stories, one (1) story is an on-site parking garage unit to contain approximately thirty-seven (37) parking spaces;
 6. Affordable Housing Trust Fund: \$1,500 per unit or \$124,500 and \$1.50 per square foot x 5,661 square feet or \$8,492, for a total of \$132,992. Such funds are non-refundable and non-transferrable in the event of a termination or expiration of the Financial Agreement;

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT TO BE CONSTRUCTED BY 234 SUYDAM AVENUE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., LOCATED AT 218-240 SUYDAM AVENUE IN JERSEY CITY

7. Staged Adjustments:
 - (a) Stage One: years 1-6;
 - (b) Stage Two: years 7-9;
 - (c) Stage Three: years 10-12;
 - (d) Stage Four: years 13-16;
 - (e) Final Stage: Beginning on the 1st day of the 17th year through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due.
 8. Execution of a Project Employment and Contracting Agreement;
 9. The initial installment of the Affordable Housing Trust Fund contribution payment shall be due on execution of the Financial Agreement, but in no event later than 90 days of the adoption of the ordinance. Interest shall accrue on such payments as of the 91st day at the same rate as the City charges for unpaid real estate taxes;
 10. The Financial Agreement shall be executed by the Entity no later than 90 days following adoption of the within Ordinance. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided.
 11. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project is: 1) commenced within two (2) years; 2) Substantially Complete within five (5) years of the adoption of the within Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

DJ/he
12/8/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Twenty Year Tax Exemption for a Market Rate Residential Rental Project to be Constructed by 234 Suydam Avenue Urban Renewal LLC An Urban Renewal Entity pursuant to the Long term Tax Exemption Law N.J.S.A. 40A:20-1 et. seq. Designated as Block 20303 Lot 1.01 on the City's Tax Map and known as 234 Suydam Avenue

Initiator

Department/Division	Mayor's Office	
Name/Title	Brian Platt	
Phone/email	(201) 547-5200	bplatt@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To encourage construction by offering financial incentives in areas in need of development to projects with a positive fiscal impact to the City as shown in the attached Fiscal Impact Analysis prepared by the Tax Collector's office. This project is a Five story Eighty-three (83) unit Market Rate Rental Project

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

234 Suydam Avenue

- ✓ 1. Ownership disclosure certification
2. Fiscal Impact Cost Projection
- ✓ 3. Good Faith estimate of rental income/condo
- ✓ 4. Projected construction costs
- ✓ 5. Schedule of ASC over the abatement
6. Tax Assessor spreadsheet
7. Projection of sales price for condos (n/a)
- ✓ 8. Memorandum from Al Cameron to the Law Department
9. Financial Agreement (attached to the Ordinance)

EXHIBIT K

Ownership Disclosure

STATE OF NEW JERSEY)
COUNTY OF HUDSON)

John D. Fio Rito, of full age, being duly sworn to law on oath, deposes and says that deponent is the Managing Member of POINT CAPITAL DEVELOPMENT, LLC, a New Jersey Limited Liability Company, the Managing Member of 234 SUYDAM AVENUE URBAN RENEWAL, LLC, a New Jersey Urban Renewal Entity, the owner in fee of all that certain lot, piece of parcel of land situated, lying and being in the City of Jersey City in Hudson County, known and designated as 218-240 Suydam Avenue, Lots 1, 2, 3, 4 & 5 in Block 20303 in Jersey City, Hudson County, NJ.

I certify that the attached chart represents the name(s) and address(es) of all holders of interests in the Point Capital Development, LLC, the Managing Member of 234 Suydam Avenue Urban Renewal, LLC, and the names(s) and address(es) of all holders of interests in 234 Suydam Avenue Urban Renewal, LLC, together with the interest of such owners in any other property in the City of Jersey City and other financial agreement(s) in force and effect with the City of Jersey City with respect to such properties, the name of the LLC associated with the project and address of the project. If one or more of the above is itself a corporation or partnership, the above represents the name(s), address(es) and percentage of all parties having an interest in said corporation.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 11/10/14

234 SUYDAM AVENUE URBAN RENEWAL, LLC

By: POINT CAPITAL DEVELOPMENT, LLC, Managing Member

By: 


Name: John D. Fio Rito

Title: Managing Member

STATE OF NEW JERSEY :
COUNTY OF HUDSON :

On the 10th day of November, 2014, before me personally came John D. Fio Rito, known to me (or satisfactorily proven) to be the person who signed his name to the within instrument in his capacity as Managing Member of Point Capital Development, LLC, the Managing Member of applicant, and that, being by me duly sworn, did depose and say that he was so authorized to, and did sign, said instrument on behalf 234 Suydam Avenue Urban Renewal, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand.



Donald M. Pepe, Esq.
Attorney at Law for the State of New Jersey

OWNERSHIP INTERSTS OF APPLICANT

<u>First</u>	<u>Last</u>	<u>Address</u>	<u>% Interest</u>	<u>Other Property Owned in Jersey City</u>	<u>Related Financial Agreement (Y/N)</u>
Point Capital Dev		280 Newark Ave. Jersey City, NJ 07302	50.000%	Yes, 95 Montgomery Street, 131 Kensington	No
John	Flo Rito	26 Westover Road Verona, NJ 07044	1.6865%	Yes; 95 Montgomery Street	No
Marc	Bautis	167 Sherman Ave. Glen Ridge, NJ 07028	0.5622%	No	No
Marc	Bautis	167 Sherman Ave. Glen Ridge NJ 07028	1.6865%	No	No
Arthur & Barbara	Bautis	755 Fifth Street Lyndhurst, NJ 07071	1.1244%	No	No
Melissa	Blum	184 Highfield Lane Nutley, NJ 07110	1.1244%	No	No
Tony	Carango	31 Lavendar Court Sewell, NJ 08080	1.6865%	No	No
David	Dean	19 Romer Avenue Pleasantville, NJ 10570	1.1244%	No	No
Mensel	Dean	116 South Main St. Bridgewater, VA 22812	2.2487%	No	No
Bob	DelVecchio	405 Lafayette Ave Hawthorne, NJ	1.1244%	No	No
Matt	Fogarty	35 Wlitch Lane Norwalk, Ct 06853	0.5622%	No	No
Simon	Filip	15-05 River Road Fairlawn, NJ 07410	0.5622%	No	No
Carlos	Haase	812 Grand Street #418 Hoboken, NJ 07030	1.4054%	No	No
Fred	Harrison	120 Frame Road Briarcliff, NY	1.6865%	No	No
Brad	Harrison	275 Greenwich Street #5A NY, NY 10007	0.2811%	No	No
Derek	Horton	169 Mason Street #1B Greenwich, CT 06830	1.1244%	No	No
Baret	Kechian	92 Adams Street	0.7870%	Yes; 279 Seventh Street, 67 Court House	No

OWNERSHIP INTERSTS OF APPLICANT

		Hoboken, NJ 07030		Place, 146 Hopkins Ave	
Baret	Kechian	92 Adams Street Hoboken, NJ 07030	3.7553%	Yes; 279 Seventh Street, 67. Court House Place, 146 Hopkins Ave	No
Kyle	Klaus	210 Newark Street Hoboken, NJ 07030	0.5622%	No	No
Jessica	Kechlan	92 Adams Street Hoboken, NJ 07030	1.1244%	Yes; 279 Seventh Street, 67 Court House Place, 146 Hopkins Ave	No
Jim	Kling	1520 Royal Palm Square Blvd Suite 320 Ft. Meyers, FL 33919	0.3373%	No	No
Mike	Klein	415 Newark Street #11A Hoboken, NJ 07030	2.2487%	No	No
Yale	Levin	PO Box 451340 Westlake, Oh 44145	0.7870%	No	No
Daniel	Marfino	109 Raymond Street Hasbrouk Heights NJ 076040	1.1244%	No	No
Lance	McGregor	165 Lloyd Road Montclair, NJ	1.1244%	No	No
Lance	McGregor	1520 Royal Palm Square Blvd Suite 320 Ft. Meyers, FL 33919	0.6521%	No	No
Lazer	Melchovich	1136 E. 73 rd Street Brooklyn, NY 11234	3.3731%	No	No
Michael	Mitch	231 Wineland Way Stevensville, MD 21666	1.6865%	Yes; 208 Seventh Street #4L	No
Darren	O'Brien	15 Edgehill Avenue Morristown, NJ 07960	1.4054%	No	No
Arthur	Saganda	5 Johnsvale Road Park Ridge, NJ 07656	1.6865%	No	No
DiKran	Saganda	5 Johnsvale Road Park Ridge, NJ 07656	1.7990%	No	No
Oliver	Sigalow	100 Roton Avenue Norwalk, Ct 06853	3.3731%	No	No
Patrick	Southern	1520 Royal Palm Square Blvd Suite 320 Ft. Meyers, FL 33919	2.2487%	Yes; 61 Grand Street #1K, #P01	No
Ben	Stewart	114 Woodchuck Road	0.5622%	No	No

OWNERSHIP INTERSTS OF APPLICANT

		Stamford, CT 06903			
Vic	Shaio	9 Sidney Lainier Lane Greenwich, CT 06831	0.5622%	No	No
Kaja	Bolton	1520 Royal Palm Square Blvd. Suite 320 Ft. Meyers, FL 33919	1.1244%	No	No
Steve	Papera	1201 Adams Street #611 Hoboken, NJ 07030	0.5622%	No	No
David	Bistany	1520 Royal Palm Square Blvd. Suite 320 Ft. Meyers, FL 33919	1.1244%	No	No
			100.000%		

OWNERSHIP INTERESTS OF POINT CAPITAL DEVELOPMENT, LLC

<u>First</u>	<u>Last</u>	<u>Address</u>	<u>% Interest</u>	<u>Other Property Owned in Jersey City</u>	<u>Related Financial Agreement (Y/N)</u>
John D.	Fio Rito	26 Westover Road Verona, NJ 07044	100.000%	Yes; 95 Montgomery Street	No

FISCAL IMPACT COST PROJECTION (MARKET RATE RENTAL UNITS - TIER 3 - 20 YEAR)

Block: 20303

Lot: 1, 2, 3, 4, 5

Loc: 234 SUYDAM AVENUE

Market Rate Rental Units with Retail & Parking	Number of Units	Demographic Multipliers (Transit Oriented Development)*		Total		Annual Expenditures		Total Annual Expenditures		
		Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
1 Bedroom	39	1.421	0.050	55.42	1.95	\$1,163.68	\$3,445.00	\$64,490.06	\$6,717.75	\$71,207.81
2 Bedroom	36	2.012	0.120	72.43	4.32	\$1,163.68	\$3,445.00	\$84,287.78	\$14,882.40	\$99,170.18
3 Bedroom	8	2.798	0.560	22.38	4.48	\$1,163.68	\$3,445.00	\$26,047.85	\$15,433.60	\$41,481.45
TOTAL	83			150.24	10.75			\$174,825.69	\$37,033.75	\$211,859.44

1. Total Municipal Ratables	\$5,916,171,471	4. CY 2014 Budget	\$516,641,147	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	\$ 211,859.44
2. Residential Ratables	\$3,299,371,882			7. Per Capita Municipal Cost	\$1,163.68	10. Anticipated Gross PILOT	
Commercial Ratables	\$1,439,637,425					1st Year	10% AGR \$ 176,022.00
							1% Admin \$ 1,760.22
							5% County \$ 8,801.10
3. Residential Ratables as a Percentage of Total Ratables	55.77%	5. Residential Portion	\$288,124,048	8. Annual Expenditures Per Student**	\$3,445.00	Less Land Tax***	\$ (18,151.36)
						11. 1st Year Gross PILOT	\$ 168,431.94
						Less 5% County	\$ (8,801.10)
						12. Implied Cost	\$ 52,228.60

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2014-2015 Jersey City Municipal Cost Per Pupil

***49% of Annual Land Tax towards School & County

EXHIBIT E

DESCRIPTION OF RESIDENTIAL LEASES * GOOD FAITH ESTIMATE OF INITIAL RENTS

1.	Name of Tenant	Various	
2.	Term of Lease	No less than 12 months each	
3.	Number of Apartments		
	1 Bedroom		39
	2 Bedroom (1 st Floor)		9
	2 Bedroom (Floors 2-5)		27
	3 Bedroom		8
	Total		83
4.	Rent Per Apartment	Annual	Monthly
	1 Bedroom	\$18,000	\$1,500
	2 Bedroom (1 st Floor)	\$21,600	\$1,800
	2 Bedroom	\$22,800	\$1,900
	3 bedroom	\$29,400	\$2,450
5.	Total Rent	\$1,746,000	\$145,500
6.	Premium paid directly by tenant Annually		
	a. Fire & other insurance	None	
	b. Real Estate Taxes of Assessments on property in project	None	
	c. Operating and maintenance expenses ordinarily paid by tenant	Electric, AC and Gas	
7.	Renewal Option (Yes/No)		
	a. Number of Years	(1)	
	b. Renewal Rent	CPI/Market Rate	
8.	Special Features (step-up rents, etc.)	No	
9.	Parking	\$66,600	
10.	Vacancy Factor (3%)	(\$52,380)	
	TOTAL GROSS REVENUE	\$1,760,220	

EXHIBIT F

Certification of Total Project Cost

ESTIMATED TOTAL PROJECT COST CALCULATION PER N.J.S.A. 40a:20-3(h)

A.	Cost of land and existing improvements to Urban Renewal entity	\$2,000,000
B.	Architects, Engineers, surveying and Attorney Fees (paid or payable) in connection with the planning, construction and financing of the Project	\$2,487,244
C.	Projected construction cost per architect's estimate. Bids including site preparation [includes permits and hook-up fees] -- See	\$15,000,000
D.	Real estate taxes and assessments during construction period	\$4,770,78
E.	Developer overhead and reserves	\$7,985.22
TOTAL PROJECT COST.....		\$19,500,000.00

SERVICE CHARGE VS CONVENTIONAL - 234 SUYDAM AVE
 *ASSUMING 74.34 TAX RATE WITH 2% ANNUAL INCREASE

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND	498,300	COUNTY	5%	EXISTING ASSESSMENT	191,800
BLDG	3,143,700	ADMIN	1%		
TOTAL	3,642,000				

YEAR	ASC w/ Phase-In	County (5%)	Admin (1%)	Estimated Conventional Taxes On New Assessment (2% Annual Increase)	Step Up Rate	% of Conv.	Conventional Taxes at 51% (Estimated)	Current Taxes On Existing Assessment (2% Annual Increase)
1	176,022	8,801	1,760	270,746			138,081	14,258
2	176,022	8,801	1,760	276,161			140,842	14,544
3	176,022	8,801	1,760	281,684			143,659	14,834
4	176,022	8,801	1,760	287,318			146,532	15,131
5	176,022	8,801	1,760	293,064			149,463	15,434
6	176,022	8,801	1,760	298,926			152,452	15,742
7	176,022	8,801	1,760	304,904	20%	60,981	155,501	16,057
8	176,022	8,801	1,760	311,002	20%	62,200	158,611	16,378
9	176,022	8,801	1,760	317,222	20%	63,444	161,783	16,706
10	176,022	8,801	1,760	323,567	40%	129,427	165,019	17,040
11	176,022	8,801	1,760	330,038	40%	132,015	168,319	17,381
12	176,022	8,801	1,760	336,639	40%	134,656	171,686	17,729
13	206,023	10,301	2,060	343,372	60%	206,023	175,120	18,083
14	210,144	10,507	2,101	350,239	60%	210,144	178,622	18,445
15	214,346	10,717	2,143	357,244	60%	214,346	182,194	18,814
16	218,633	10,932	2,186	364,389	60%	218,633	185,838	19,190
17	297,341	14,867	2,973	371,677	80%	297,341	189,555	19,574
18	303,288	15,164	3,033	379,110	80%	303,288	193,346	19,965
19	309,354	15,468	3,094	386,692	80%	309,354	197,213	20,365
20	315,541	15,777	3,155	394,426	80%	315,541	201,157	20,772

ASC phase-in reflects annual 2% increase in conventional taxes

234 SUYDAM AVE. URBAN RENEWAL ASSOCIATES, LLC
 BLOCK 20303 Lot 1.01
 234 Suydam Avenue

LONG TERM TAX EXEMPTION APPLICATION PURSUANT TO
 NJSA 40A:20-1 ET SEQ

Block	Lot		Existing Assessments	New Assessments	Good Faith Annual Revenue	Assessment Subj. to Exemption
20303	1.01	Land	191,800	498,300		
		Bldg	-	3,143,700	1,760,220	3,143,700
		Total	191,800	3,642,000	1,760,220	3,143,700

In-Lieu of Full Property Tax Payments An Amount
 Equal To A Percentage Of Taxes Otherwise Due,
 According To The Following Schedule:

			Land Tax	ASC	Improvement Tax (Phased-In)
a)	Stage One	From the 1st day of the month following substantial completion until the last day of the 6th year, the ASC shall be at 10% of Annual Revenue	37,043.62	\$ 176,022	0
b)	Stage Two	Beginning on the 1st day of the 7th year following substantial completion, until the last day of the 9th year, an amount equal to the greater of the ASC or 20% of the amount of taxes otherwise due on the value of the land and improvements;	37,043.62	\$ 176,022	\$ 46,741
c)	Stage Three	Beginning on the 1st day of the 10th year following substantial completion, until the last day of the 12th year, an amount equal			

to the greater of the ASC or 40% of the amount of taxes otherwise due on the value of the land and improvements;

37,043.62 \$ 176,022 \$ 93,481

d) Stage Four Beginning on the 1st day of the 13th year following substantial completion, until the last day of the 16th year, an amount equal to the greater of the ASC or 60% of the amount of taxes otherwise due on the value of the land and improvements;

37,043.62 \$ 176,022 \$ 140,222

e) Final Stage Beginning on the 1st day of the 17th year following substantial completion, until the last day of the 20th year, an amount equal to the greater of the ASC or 80% of the amount of taxes otherwise due on the value of the land and improvements;

37,043.62 \$ 176,022 \$ 186,962

Annual Land & Improvement Tax \$ 270,746

At The Expiration Of The Term

12/8/2014

DATE: December 8, 2014

TO: Diana Jeffrey (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: TWENTY YEAR TAX ABATEMENT: MARKET RATE RESIDENTIAL
RENTAL PROJECT – 234 Suydam Avenue Urban Renewal LLC, - 234
Suydam Avenue Block 20303 Lot 1.01

CC: M. Cosgrove, E. Borja, E. Toloza, J. Monahan, B. Platt, G. Corrado, R. Byrne

INTRODUCTION:

The applicant, 234 Suydam Avenue Urban Renewal, LLC, is applying for a twenty (20) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It will be a five (5) story eighty-three (83) unit market rate rental project within the Morris Canal Redevelopment Plan area. The application fee of \$9,500 was paid.

LOCATION OF THE PROPERTY:

The property is located at Suydam Avenue between Communipaw Avenue and the Central Railroad of New Jersey tracks. Formerly Block 20303 Lots 1,2,3,4 & 5 and consolidated into Block 20303 Lot 1.01 it will be known as 234 Suydam Avenue.

PROPERTY TO BE CONSTRUCTED:

The proposed project is a five (5) story rental building with eighty (83) residential units and thirty seven (37) parking spaces. The site plan approval also provides for eighty-three (83) bicycle spaces. The residential units will consist of the following:

<u>Unit Type</u>	<u>Number of Units</u>
One Bedroom	39
Two Bedroom	36
Three Bedroom	8

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction is estimated at \$14,963,000. It is certified by Urban Design Workshop Architecture, the applicant's architect.

CONSTRUCTION SCHEDULE:

The applicant is prepared to begin construction as soon as all approvals are in place and it is expected to be completed within fourteen (14) months of commencement.

ESTIMATED JOBS CREATED:

The applicant estimates creation of Ninety (90) jobs during Construction and approximately six (6) permanent jobs after construction. The expected post-construction staff will consist of a Building Manager, Assistant Manager and four (4) Building Maintenance personnel. The applicant will execute a Project Employment and Contracting Agreement. However; based upon the estimated construction cost, a Project Labor Agreement is not required.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:

At the rate of \$1,500 per residential unit for eighty-three (83) units and \$1.50 per square foot for 5,661 sq. ft. for thirty-seven (37) parking spaces, the applicant proposes a total AHTF contribution of \$132,991.50.

CURRENT REAL ESTATE TAX:

The existing assessment for the portion of the land based upon the recently consolidated lot to be used for the development is \$191,800. At the current tax rate of \$74.34 the estimated annual tax is \$14,258. Taxes for the property are current. The new land assessment is \$498,300 and the improvements will be assessed at \$3,143,700. The conventional Tax based upon the new full assessment of \$3,642,000 would be \$270,746 at the current tax rate.

PROPOSED ABATEMENT:

The property is in Tier III of the Jersey City Tiered Tax Exemption Policy Map. The applicant has requested a term of the lesser of twenty-five (25) years from the date of approval of an ordinance approving the abatement or twenty (20) years from substantial completion of the project.

The tier III Tax Abatement Policy provides for a PILOT of ten percent (10%) of Annual gross revenue, a one percent (1%) City administrative fee and a five percent (5%) service charge to Hudson County.

The proposed staged adjustments would begin the first day of year seven (7).

The ASC in years seven (7) through the end of year nine (9) would be the greater of ten percent (10%) of gross revenue or twenty percent (20%) of conventional taxes. Beginning in year ten (10) through the end of year twelve (12) it would be the greater of ten percent (10%) of Annual gross revenue, or forty percent (40%) of conventional taxes. Beginning in year thirteen (13) through the end of year sixteen (16) it would be the greater of ten percent (10%) of Annual gross revenue, or sixty percent (60%) of conventional taxes. Beginning in year seventeen (17) until the end of year twenty (20) it would be the greater of ten percent (10%) of Annual gross revenue, or eighty percent (80%) of conventional taxes.

The Tax Assessor's phase-in schedule assesses the Land at \$498,300 and the improvements at \$3,143,700 for the completed project. The PILOT would be the greater of the Annual Service Charge (ASC) or the result of the staged adjustments.

PROPOSED REVENUE TO THE CITY:

At full occupancy the Good Faith estimated annual revenue is \$1,760,220. The proposed market rents used for the revenue estimates seem to be reasonable. The Annual Service charge at the rate of ten percent (10%) is \$176,022. The City Administrative fee at one percent (1%) would be \$1,760 and the Hudson County fee of five percent (5%) would be \$8,801.

Re: 218-240 Suydam Avenue
Approximately .747 Acres
Block 20303, Lot 1, 2, 3, 4 & 5
Morris Canal Redevelopment Plan

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made the _____ day of ___, 201__ by and between **234 SUYDAM AVENUE URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 280 Newark Avenue, Jersey City, NJ 07302 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Owner pursuant to Deed dated November 10, 2014, of certain property designated as Block 20303, Lot 1, 2, 3, 4 & 5, more commonly known by the street address of 218-240 Suydam Avenue, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is located within the boundaries of the Morris Canal Redevelopment Plan Area; and

WHEREAS, the Entity plans to construct a five (5) story building with approximately eighty-three (83) market rate residential rental units and of the five stories, one (1) story is an on-site parking garage unit to contain approximately thirty-seven (37) parking spaces; [Project]; and

WHEREAS, on September 9, 2014, the Project received site plan approval from the Planning Board; and

WHEREAS, on October 31, 2014, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, by the adoption of Ordinance _____ on _____, 20__, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

WHEREAS, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$14,258, whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$176,022;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$44,331 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$88,661 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately 90 new construction jobs and 6 new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the objectives of the Morris Canal Redevelopment Plan Area, and will include the development of a vacant blighted building;
6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2013-004, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance _____, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.
- iii. Annual Gross Revenue - Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal

and insurance charges, whether paid for by the landlord, tenant or a third party.

Annual Gross Revenue for Condominium - The amount equal to the annual aggregate constant payments of principal and interest, assuming a purchase money mortgage encumbering the condominium unit to have been in an original amount equal to the initial value of the unit with its appurtenant interest in the common elements as stated in the master deed, if unsold by the urban renewal entity, or, if the unit is held by a unit purchaser, from time to time, the most recent true consideration paid for a deed to the condominium unit in a bona fide arm's length sale transaction, but not less than the initial assessed valuation of the condominium unit assessed at 100% of the true value, plus the total amount of common expenses charged to the unit pursuant to the by laws of the condominium association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing on comparable properties within the municipality as of the date of the recording of the unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement; and provided further that any gain realized by the Entity on the sale of any unit in fee simple, whether or not taxable under Federal or State law, shall not be included in computing gross revenue.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean 234 Suydam Avenue Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 02-003, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance _____, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of: (a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$14,258; or (b) the sum of \$176,022 per year, which sum is equal to the estimated Annual Service Charge will be due 12 months following Substantial Completion of the Project.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the

singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be included from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 20303, Lot 1, 2, 3, 4 & 5, more commonly known by the street address of 218-240 Suydam Avenue, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson

County Clerk, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

Entity represents that it will construct a five (5) story building with approximately eighty-three (83) market rate residential rental units and of the five stories, one (1) story is an on-site parking garage unit to contain approximately thirty-seven (37) parking spaces; all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

Section 2.5 Ownership, Management and Control

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.7 Good Faith Estimate of Initial Rents [or Sales Prices]

The Entity represents that its good faith projections of the initial [sale prices or rents] and other revenue to the Project are set forth in Exhibit 7.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 25 years from the date of the adoption of Ordinance _____ on _____, 20__, which approved the tax exemption or 20 years from the original date of Substantial Completion of the Project or

____20____. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10% of the Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 10% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1st day of the 7th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the

land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 10th year following the Substantial Completion until the last day of the 12th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 13th year following Substantial Completion until the last day of the 16th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

v. Final Stage: Beginning on the 1st day of the 17th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

Section 4.3 Land Tax

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments / Interest

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to

adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as one (1%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

Section 4.6 Affordable Housing Contribution and Remedies

A. **Contribution.** The Entity will pay the City the sum of \$132,992 or [\$1,500 per 83 units and \$1.50 per 5,661 square feet of parking space] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

Section 4.7 Material Conditions

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

In order to provide City residents and businesses with certain employment and other

economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Section 6.3 Construction Permits

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the

preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

Section 7.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part

of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval of Sale

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

Section 9.2 Transfer Application Fee

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall

constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

Section 10.2 Disclosure of Lobbyist Representative

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

Section 11.2 Cure Upon Default

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full

and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided

in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

Section 12.2 Voluntary Termination by the Entity

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project , as of the January 1st of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1st of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1st as a condition precedent of the voluntary termination.

Section 12.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a

dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

ARTICLE XIV - WAIVER

Section 14.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City

maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

Section 16.2 Sent by City

When sent by the City to the Entity the notice shall be addressed to:

234 Suydam Avenue Urban Renewal, LLC
280 Newark Avenue
Jersey City, NJ 07302
Attn:

And

Scarinci Hollenbeck
802 West Park Avenue – Suite 222
Ocean, NJ 07712
Attn: Donald M. Pepe, Esq.

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

Section 16.3 Sent by Entity

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk
City Hall
280 Grove Street
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

Section 18.2 Conflicts

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement,

and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 18.4 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 18.5 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESS:

**234 SUYDAM AVENUE
URBAN RENEWAL, LLC**

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR**

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the ___ day of ___, 201___, between the **CITY OF JERSEY CITY** [City] having its principal office at 280 Grove Street, Jersey City, NJ 07302, and **234 SUYDAM AVENUE URBAN RENEWAL, LLC**, [Recipient], having its principal office at 280 Newark Avenue, Jersey City, NJ 07302.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.

10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____, approving the tax exemption and terminate the earlier of 25 years from the date of the adoption of that Ordinance or 20 years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any

construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

- A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:
 - i) whether subcontractors will be used in the hiring process.
 - ii) the specific types of jobs that need to be filled.
 - iii) the qualifications needed for these particular jobs.
 - iv) possible training programs offered by the permanent employer.
 - v) the Recipient's goals and how it plans to meet these goals.
 - vi) any other issues which need to be addressed.

- B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.
- C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this

report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Good Faith Defined. Business Contracts

A. Good Faith shall mean compliance with all of the following conditions:

i) Solicitation of Businesses:

- a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
- b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
- c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
- g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have 7 days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration

of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to Five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to Three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

234 Suydam Avenue Urban Renewal, LLC
280 Newark Avenue
Jersey City, NJ 07302
Att:

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Department of Administration
Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue—2nd Floor
Jersey City, NJ 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

**234 SUYDAM AVENUE
URBAN RENEWAL, LLC**

Secretary

President